



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JUNE 15, 2015
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Elizabeth Link, Associate Pastor, Second Presbyterian Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Vice-Mayor David B. Trinkle.

Welcome. Vice-Mayor Trinkle.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Saturday, June 20 at 4:00 p.m., and Sunday, June 21 at 4:00 p.m.; and video streamed by internet through Rev.Net Technologies, Inc., at <http://www.wrev.net> Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV, CLICK ON THE GOVERNMENT ICON.

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. SPECIAL ASSISTANCE IS AVAILABLE FOR DISABLED PERSONS ADDRESSING CITY COUNCIL. EFFORTS WILL BE MADE TO PROVIDE ADAPTATIONS OR ACCOMMODATIONS BASED ON INDIVIDUAL NEEDS OF QUALIFIED INDIVIDUALS WITH DISABILITIES, PROVIDED THAT REASONABLE ADVANCE NOTIFICATION HAS BEEN RECEIVED BY THE CITY CLERK'S OFFICE.

PERSONS WISHING TO ADDRESS COUNCIL WILL BE REQUIRED TO CONTACT THE CITY CLERK'S OFFICE PRIOR TO THE TUESDAY COUNCIL MEETING, OR REGISTER WITH THE STAFF ASSISTANT AT THE ENTRANCE TO THE COUNCIL CHAMBER PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING. ONCE THE COUNCIL MEETING HAS CONVENED, THERE WILL BE NO FURTHER REGISTRATION OF SPEAKERS, EXCEPT FOR PUBLIC HEARING MATTERS. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH; HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE MAY CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE TO OBTAIN AN APPLICATION.

THE COUNCIL OF THE CITY OF ROANOKE IS SEEKING APPLICATIONS FOR THE FOLLOWING CURRENT OR UPCOMING EXPIRATIONS OF TERMS OF OFFICE:

**ROANOKE ARTS COMMISSION
ONE UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2016**

**ROANOKE VALLEY-ALLEGHANY REGIONAL COMPREHENSIVE
ECONOMIC DEVELOPMENT STRATEGY COMMITTEE
ONE CITY REPRESENTATIVE UNEXPIRED TERM OF
OFFICE ENDING MARCH 31, 2017**

**ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION
ONE VACANCY
CITY REPRESENTATIVE
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2018**

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of Wildwood Civic League, Neighborhood Organization.

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. ALL MATTERS WILL BE REFERRED TO THE CITY MANAGER FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL, AS HE MAY DEEM APPROPRIATE.

4. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 A communication from David B. Trinkle, Vice-Chair, City Council Personnel Committee, requesting that Council convene in a Closed Meeting to discuss a personnel matter, being the annual performances of the Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

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RECOMMENDED ACTION: Concur in the request.

- C-2 A communication from the City Clerk advising of the resignation of M. Rupert Cutler as a member of the Roanoke Arts Commission and as a City of Roanoke representative of the Roanoke Valley-Alleghany Regional Comprehensive Economic Development Strategy Committee, respectively, effective June 30, 2015.

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RECOMMENDED ACTION: Accept the resignation and receive and file the communication.

- C-3 A communication from the City Attorney reporting on the annual meeting of Virginia First Cities and the City's continued participation in Virginia First Cities.

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RECOMMENDED ACTION: Receive and file.

- C-4 Reports of qualification of the following individuals:

The Honorable Raphael E. Ferris as an Elected representative of the Roanoke Valley-Alleghany Regional Commission for a three-year term of office ending June 30, 2018;

R. Gail Burruss as the Blue Ridge Behavioral Healthcare Board City representative of the Court Community Corrections Regional Program, Community Criminal Justice Board, for a three-year term of office ending June 30, 2018;

Brenda A. Allen as a member of the Roanoke Neighborhood Advocates for a three-year term of office ending June 30, 2018;

Jeffrey Marks as a City representative of the Roanoke Valley Convention and Visitors Bureau, Board of Directors for a one-year term of office ending June 30, 2016; and

Harvey D. Brookins and John P. Bradshaw, Jr., as City of Roanoke representatives of the Western Virginia Water Authority Board for initial terms of office commencing July 1, 2015, and ending June 30, 2016 and June 30, 2017, respectively.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS: NONE.

7. REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

a. CITY MANAGER:

BRIEFINGS:

- Downtown Roanoke Intermodal Transportation Study - 45 minutes

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance and appropriation of funds in connection with a Recycling Partnership Grant for Single Stream Recycling.
2. Amendment of the City Code to extend the expiration date in order to allow partial tax exemptions on the rehabilitation of residential, commercial and industrial real property; and to reflect reference updates to the Virginia Maintenance Code.
3. Amendment of the City Code to reference the Fee Compendium as well as an amendment of the Fee Compendium itself in connection with procedural improvements to the street and alley vacation process.
4. Execution of Amendment No. 1 to the Workforce Investment Area III Chief Local Elected Officials (CLEO) Charter Agreement to be consistent with provisions of the Workforce Innovation and Opportunity Act, re-designate the City of Roanoke as the Consortium Grant Recipient, and designate the initial Fiscal Agent to be the Roanoke Valley-Alleghany Regional Commission.

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R 33
B/O 34

P 35
O 37

P 40
O 42
R 44

P 45
O 53

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| 5. | Execution of the Workforce Innovation and Opportunity Act Title 1 Grant Award Agreement between the Virginia Community College System and the City of Roanoke in order to ensure continuation of funding for a one-year term beginning July 1, 2015 and ending on June 30, 2016. | P 55
R 74 |
| 6. | Execution of Amendment No. 2 to the City's contract with Tennis Courts, Inc., to add the rehabilitation of the sport courts at Huff Lane Park as part of the ongoing implementation of the Parks and Recreation Master Plan for improvements to existing facilities across the City. | P 75
O 81 |
| 7. | Execution of an agreement between the City of Roanoke and Carilion Property Management, Inc., to allow use of parking spaces along the fence on Evans Mill Road, S. W., as a shuttle drop-off point; and for the City to indemnify and hold Carilion harmless from any and all liabilities arising out of the use of its facilities in connection with the annual fireworks show at River's Edge Sports Complex on July 4, 2015. | P 82
R 84 |
| 8. | Approval of the specified terms of the City's commitment in connection with the Roanoke Cultural Endowment; and appropriation of funds. | P 85
O 86
R 89 |
| 9. | Appropriation of funds in connection with Fiscal Year 2015 revenue and expenditure adjustments. | P 90
B/O 92 |

COMMENTS OF CITY MANAGER.

b. CITY ATTORNEY:

- | | | |
|----|--|----------------------|
| 1. | Amendments of the City Code with regard to appointment of the Director of Finance; and creation of a Task Force to review the City Code overall. | P 94
O 96
R 98 |
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8. REPORTS OF COMMITTEES:

- | | | |
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| a. | A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson. | P 100
P 101
B/O 102 |
|----|--|---------------------------|

- b. A report of the Roanoke City School Board requesting amendments to the Schools' 2014 — 2015 Categorical Budget; and a report of the Director of Finance concurring in the request. Donna Caldwell, Director of Accounting, Spokesperson.

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9. UNFINISHED BUSINESS:

- a. Reconsideration of a motion concerning action of City Council in adopting Resolution 40247-051815, adopted May 18, 2015, regarding the proposed joinder of Botetourt County to the Western Virginia Water Authority. **(Matter was tabled on June 1, 2015.)**

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

11. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Vice-Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

12. RECESS.

THE COUNCIL MEETING WILL STAND IN RECESS UNTIL 7:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JUNE 15, 2015
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

The Invocation will be delivered by Council Member William D. Bestpitch.

The Pledge of Allegiance to the Flag of the United States of America will be led by Vice-Mayor David B. Trinkle.

Welcome. Vice-Mayor Trinkle.

CERTIFICATION OF CLOSED MEETING.

NOTICE:

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A. PUBLIC HEARINGS:

1. Request of the City of Roanoke to establish an Urban Development Area in the City of Roanoke. Ian D. Shaw, Agent, City Planning Commission.
2. Request of the City of Roanoke to rezone property located at 210 Reserve Avenue, S. W., designated as Official Tax Map No. 1040202, from INPUD, Institutional Planned Unit Development District, without conditions, to ROS, Recreation Open Space District, for more traditional recreation and athletic field uses. Ian D. Shaw, Agent, City Planning Commission.
3. Request of the City of Roanoke Planning Commission to amend the City Code to update, clarify, and make the City's Zoning Ordinance consistent with State law, effective July 1, 2015. Ian D. Shaw, Agent, Spokesperson.
4. Consideration to amend the Fee Compendium of the City to establish new fees for legal advertisements for zoning amendments, special exceptions, variances, and appeals to the Board of Zoning Appeals, such news fees effective July 1, 2015.
(Inasmuch as the request has been continued by the City Planning Commission until its next regular meeting on Monday, July 13, 2015, at 1:00 p.m., the public hearing will not be conducted by City Council as previously advertised).
5. Proposal of the City of Roanoke to authorize issuance of General Obligation Public Improvement Bonds, in the principal amount not to exceed \$27 million to provide funding for various capital projects. Barbara A. Dameron, Director of Finance.

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R 159
B/O 173

B. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. ALL MATTERS WILL BE REFERRED TO THE CITY MANAGER FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL, AS HE MAY DEEM APPROPRIATE.

C. ADJOURN.



DAVID A. BOWERS
Mayor

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W.
Noel C. Taylor Municipal Building, Suite 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145

Council Members

William D. Bestpitch
Raphael E. "Ray" Ferris
Sherman P. Lea
Anita J. Price
Court G. Rosen
David B. Trinkle

June 15, 2015

The Honorable Mayor and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Mayor Bowers and Members of Council:

I wish to request a Closed Meeting to discuss the annual performances of the Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

David B. Trinkle, Vice-Chair
City Council Personnel Committee

DBT:ctw



**CITY OF ROANOKE
OFFICE OF THE CITY CLERK**

215 Church Avenue, S. W., Suite 456
Roanoke, Virginia 24011-1536

Telephone: (540) 853-2541

Fax: (540) 853-1145

E-mail: clerk@roanokeva.gov

STEPHANIE M. MOON REYNOLDS, MMC
City Clerk

JONATHAN E. CRAFT, CMC
Deputy City Clerk

CECELIA T. WEBB, CMC
Assistant Deputy City Clerk

June 15, 2015

The Honorable Mayor and Members
of the Roanoke City Council
Roanoke, Virginia

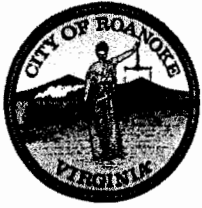
Dear Mayor Bowers and Members of Council:

This is to advise that M. Rupert Cutler has tendered his resignation as a member of the Roanoke Arts Commission and as a City of Roanoke representative of the Roanoke Valley-Alleghany Regional Comprehensive Economic Development Strategy Committee, respectively, effective June 30, 2015.

Sincerely,

A handwritten signature in black ink that reads "Stephanie M. Moon Reynolds". The signature is written in a cursive, flowing style.

Stephanie M. Moon Reynolds, MMC
City Clerk



Daniel J. Callaghan
City Attorney

CITY OF ROANOKE
OFFICE OF THE CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE 540-853-2431
FAX 540-853-1221
EMAIL: cityatty@roanokeva.gov

Timothy R. Spencer
Steven J. Talevi
David L. Collins
Heather P. Ferguson
Laura M. Carini
Assistant City Attorneys

June 15, 2015

The Honorable David Bowers, Mayor
and Members of City Council
Roanoke, Virginia

Re: Virginia First Cities

Dear Mayor Bowers and Members of Council:

I attended the Annual Meeting of the Board of Directors of Virginia First Cities (VFC) on Friday, May 29, 2015 in Charlottesville. The board received presentations from staff regarding the completed 2015 Legislative Session and the continuing budget discussions. Attached to this letter is the PowerPoint presentation. In summary, VFC had some legislative successes, notably in the area of Enterprise Zone legislation and elimination of Aid to the Commonwealth. Staff also noted that budget issues remain a priority based, in large part, on the constitutional requirement that the General Assembly replenish the Rainy Day fund.

The Board also received a panel presentation from a panel of members' police chiefs regarding police and safety issues following the recent riots in Baltimore. Chief Chris Perkins participated. The discussion was lively and very informative. Several members of the VFC board commented to me their very positive impressions of the work that Chief Perkins and his department are doing for the City.

Bill Shelton the Director of the Virginia Department of Community and Economic Development also spoke to the group regarding the effective use of enterprise zones and the availability of grants from his department through the Industrial Revitalization program. In both areas, Mr. Shelton specifically noted the active role the City has played. He used Roanoke as a good example of creative development of enterprise zones. In the grant arena, Mr. Shelton recognized the City's recent award of the \$600,000 grant with regard to the redevelopment of the Gill Memorial Building.

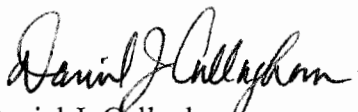
Following these presentations, the Board voted for the FY 2016 budget and officers for FY 2016. A copy of the budget is also attached to this letter.

During the lunch break, I learned that the Cable and Telecommunications lobby plans some legislative initiatives for the 2016 legislative session in an effort to limit the ability of localities to provide broadband service. I have alerted our legislative liaison of this development and we will be prepared for any proposals that may be made.

On a related matter, Council asked staff to review the City's continuing role in VFC. After discussions with the City Manager, Kimball Payne (City Manager of Lynchburg), and Council Member Rosen, the City plans to end its membership in VFC effective June 30, 2016. The rationale for this determination is that the advanced notice will allow VFC to prepare in FY 2017 budget.

Please let me know if you have any questions.

Sincerely,

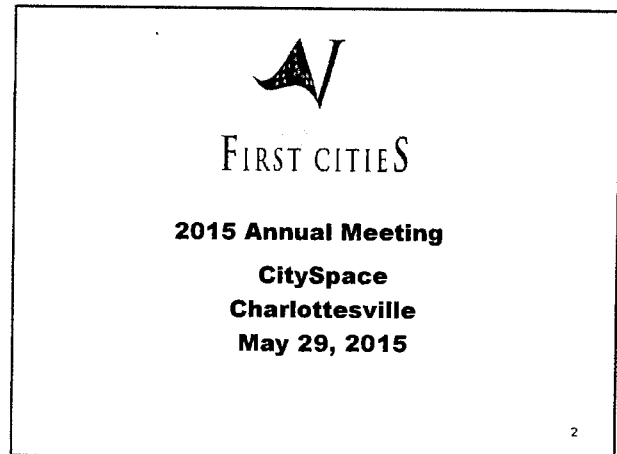
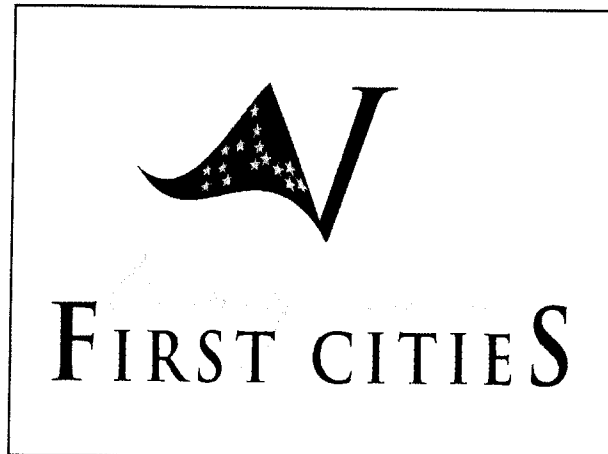


Daniel J. Callaghan
City Attorney

DJC/lsc


Attachments: PowerPoint Presentation
FY 2016 Budget

c: Christopher P. Morrill, City Manager
R. Brian Townsend, Assistant City Manager for Community Development
Sherman Stovall, Assistant City Manager for Operations
Barbara Dameron, Director of Finance
Troy Harmon, Municipal Auditor
Stephanie M. Moon Reynolds, City Clerk
Robert Catron, Legislative Liaison



Virginia First Cities

- Charlottesville
- Hampton
- Hopewell
- Lynchburg
- Martinsville
- Newport News
- Norfolk



- Portsmouth
- Petersburg
- Richmond
- Roanoke
- Staunton
- Winchester

3

VFC 2014-15

Administrative Priorities

- Hired a new Legislative Director – Laura Bateman, January 2015 (William Johnson, Linda McMinimy, Bryan Pennington)
- Promoted VFC in City Visits– Staunton, Martinsville, Newport News, Lynchburg, Winchester
- Educate membership about what we are doing

2015 VFC Legislative Priorities

- Education- Struggling Schools
- Public Safety- Police Department Funding (preserve and increase - concern about raiding)
- Street Maintenance – Protect Resources

VFC Legislative Success

- Extended Year Schools Funding (Year Round Schools) - **\$4.9 Million**
 - Added additional funding due to overwhelming demand and proration problems
 - Increased the amount available per school to **\$400,000**
 - Planning Grants prioritize applicants
- VCU Teacher Residency Program-**\$500,000** Planning Expansion to Petersburg and Norfolk
- Pre-k Funding Hold Harmless – VFC helped protect VPI slots
- Enterprise Zone Program - **\$650,000**
- Enterprise Zone Study - **\$80,000**
 - Defeated legislative efforts to amend the program adverse to our interests
- Brownfields Program Funding - **\$750,000** (\$50k per locality)

Extended Year Schools (Year Round Schools) VFC Legislative Success

- JLARC study on Year Round Schools indicates it improves SOL scores of certain groups: African American students, At-Risk Students, Hispanic and ESL students (74% of Afr. Am. Students improved SOL scores faster and scored higher than predicted)
- VFC 2014 Request - \$3.4 million awarded for planning and implementation grants over biennium
- \$1 million for current year has been oversubscribed and priority goes to distressed communities with greatest need (\$1.6 M distributed)
- Petersburg received implementation grants for 2 schools and is currently implementing
- Recipients: Richmond, Petersburg, Roanoke, Lynchburg, Harrisonburg, Galax, Gloucester, Goochland, Henrico, Loudon, Manassas Park, Radford all receiving planning or implementation grants
- VFC receives 53% percent of these grants
- DOE agrees that more funds will be required and VFC will increase our request

Enterprise Zone Program

- Virginia First Cities is the primary advocate for the enhancement and preservation of the State Enterprise Zone Program.
 - EZ's continue to be an important economic development tool in distressed localities
 - Rural Counties are allies.
- VFC has grown and maintained EZ funding
 - Protected the program for distressed localities and pushed back attempts to expand the program to localities that are not distressed.
 - 2011, 2012, 2013 several legislative attempts to allow for status based on distress factors in a particular area of their locality, not locality-wide distress.
 - Del. James (Portsmouth, Norfolk, Suffolk) withdrew his by request bill and asked that VFC participate in a work group to analyze the program going forward; concern that the program needs adjustment to grow
- In 2015 the number of EZ zones will start to shrink from 57 to 30
 - Lynchburg, Hampton, Roanoke existing zones expire

VFC Request - Study of Enterprise Zones

- John Accordino, VCU Professor and Director, Center for Urban and Regional Analysis-CURA, recently authored a study on the economic impacts of State and Federal Historic Rehabilitation Tax Credits (Preservation Virginia) and the Virginia Main Street Program (Preservation Virginia)
- Comprehensive Study gives justification and benefits of the program (could help cities like ours)
- Proposal to intensively study the EZ program, benefits, revenue, possibility of expansion, requirements, etc.
- Timely study because of cuts and dwindling of funds
- Interest by other localities with "pockets of poverty", not locality wide distress
- Could examine whether this is a good option and how much funding would be necessary to make it viable

On the Horizon

- **Brownfields Webinar** – DEQ and EDP assessment grants
- **Extended Year Schools Webinar** – encourage members to participate if your school system has any interest at all
- **EZ Study** – VFC active participant
- **Pre-K Study** to determine eligibility for participants and other issues
- Impact of **Disproportionate Felonization of City Residents** is dramatic, strategies (certain non-violent drug or other crimes, restorative justice)
- Potential **City Meeting** Partnering with the Sec of Commerce and Trade

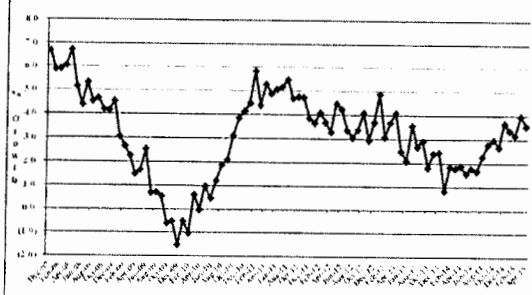
The Outlook for State Aid to Virginia First Cities

Fiscal Analytics, Ltd.
May 2015

FY 2015 GF Revenues Likely to Show a Large Surplus Negative 6.0% Remaining Growth Needed (May-June)

	Official Growth	YTD Growth thru April	Remaining Growth Needed
<i>Withholding</i>	4.0%	4.7%	0.2%
<i>Est Payments Tax Dues</i>	7.9%	19.8%	-23.5%
<i>Refunds</i>	3.2%	-1.2%	22.8%
Net Individual Income	5.0%	8.8%	-10.9%
Sales Taxes	4.9%	4.2%	7.6%
Corporate Income	11.0%	14.4%	0.5%
Total GF Revenues	4.7%	7.5%	-6.0%

Improving Growth in Individual Income Tax Withholding
12 Mo. Moving Avg (% Growth)



May 2015 Income Tax Dues Appear to Be Rebounding
Closer to May 2013 Levels

Income Tax Est Payments/Tax Dues (\$Mil.)

May 2012	May 2013	May 2014	May 2015
\$444.2	\$776.1	\$433.2	??

FY 2015 Surplus Can
Ripple Into Out-years

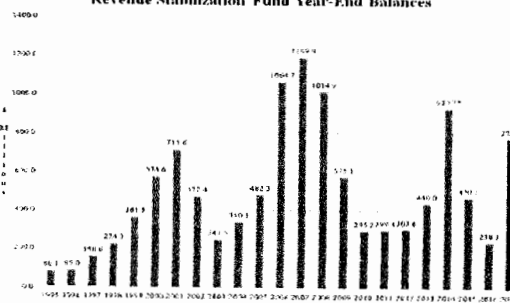
Estimate of General Fund Revenues (\$ Mil.) *

Fiscal Year	Official Growth	Official GF Revenues	FA Est. Growth	FA GF Revenues	Difference
2014	-1.6%	\$16,411.4	-1.6%	\$16,411.4	\$0.0
2015	4.7%	\$17,186.0	7.3%	\$17,614.5	\$428.5
2016	3.1%	\$17,720.7	3.1%	\$18,157.8	\$437.1
2017	2.1%	\$18,091.8	2.1%	\$18,531.3	\$439.5
2018	3.7%	\$18,754.8	3.7%	\$19,201.5	\$446.7
Total		\$88,164.7		\$89,916.4	\$1,751.7

* Does not include GF transfers

A Large Rainy Day Fund Deposit Will Be
Required From FY 2015 Revenues

Revenue Stabilization Fund Year-End Balances



* Includes mandatory FY 15 deposit of \$203.2 million from FY 13 revenues. RDB withdrawals in FY 15 and 16 of \$470m and \$235m appropriated. CIA reserved \$129.5 mil for FY 2017 deposit.

Rainy Day Fund Will Consume FY 2015 Surplus, But Not Out-Years

General Fund Revenue Sources for Calculation (\$000)

FY	Individual	Corporate	Sales	Total	% Change	Preceding 6 Yr Avg	Deposit Required
2008	\$10,117,132	\$ 807,852	\$3,302,181	\$14,227,165	2.05%		
2009	9,481,256	648,032	3,116,831	13,246,119	-6.90%		
2010	9,088,732	806,473	3,264,209	13,159,414	-0.65%		
2011	9,944,652	822,259	3,190,452	13,957,363	6.06%		
2012	10,612,918	859,923	3,314,677	14,787,518	5.95%		
2013	11,340,015	796,728	3,419,489	15,556,232	5.20%		
2014	11,253,348	757,491	3,400,456	15,411,295	-0.93%		
2015	12,225,890	871,125	3,536,474	16,633,489	7.93%	1.45%	\$538,640
2016	12,638,474	871,125	3,653,178	17,162,777	3.18%	3.93%	\$0
2017	13,073,917	871,125	3,678,750	17,623,793	2.69%	4.57%	\$0

* Uses FY estimates for FY 2015-17. Only \$129.5 mil. reserved in budget for FY 15 deposit requirement due in FY 17

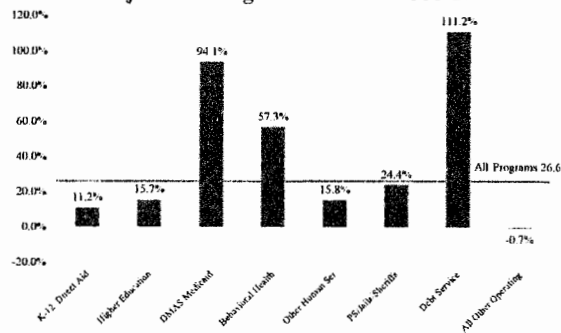
	2015 Session Adopted Budget			FY14-16 over FY14-13
	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	
Legislative and Executive Dept's	101.2	109.0	107.7	10.3
Judicial Dept	425.2	452.6	455.4	57.6
Administration/Comp Board	654.1	689.6	680.5	61.8
Treasury Board GF Debt Service	608.5	672.1	683.7	158.7
Other Finance/Technology	171.8	179.8	181.5	17.5
Rainy Day Fund	339.6	372.7	-	(106.5)
Car Tax Reimbursement	950.0	950.0	950.0	-
Commerce and Trade	183.3	181.9	197.0	12.3
Agriculture / Nat. Resources	144.0	184.3	174.4	70.7
K-12 Education/Central Office	5,292.7	5,456.5	5,615.3	486.5
Higher & Other Education	1,782.1	1,813.6	1,865.5	114.9
DMAS/Medicaid	3,519.8	3,694.4	3,987.2	642.0
Other Health & Human Services	1,541.5	1,646.1	1,658.1	221.1
Public Safety & Veterans/VIS	1,699.0	1,802.8	1,836.1	240.8
Transportation	42.0	13.2	69.1	(1.7)
Central Appropriations	247.2	20.4	160.2	(513.8)
Independent Agencies/Capital	1.2	1.4	142.6	141.6
Total GF Appropriations	\$ 17,785.2	\$ 18,340.2	\$ 18,764.1	1,583.9
GF Resources	\$ 17,304.1	\$ 18,301.4	\$ 18,767.3	
Balance	\$	\$ 186.4	\$ 1.9	
Unspent Balance	\$	\$ 247.2	\$ 5.1	

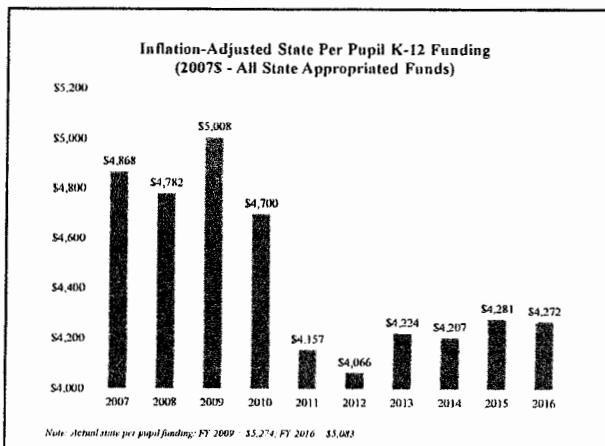
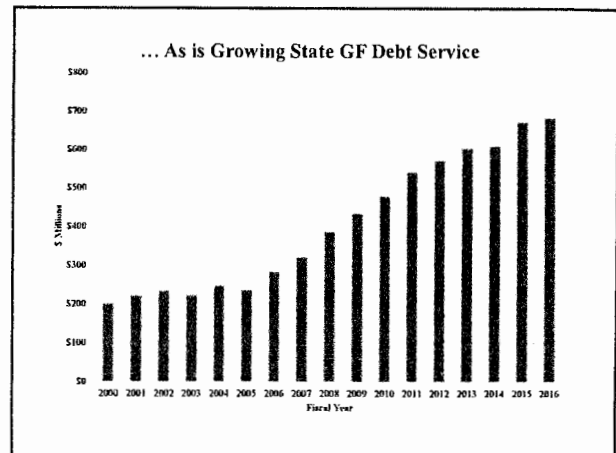
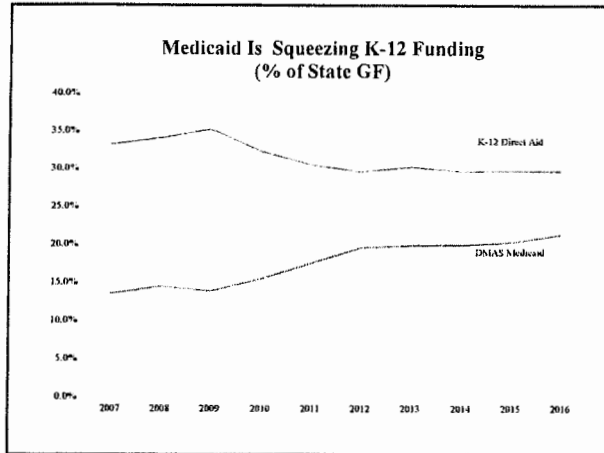
State Aid to Localities Continues to Decline as a Percent of the GF Budget

GF State Aid to Localities (\$ Mil.)

	FY 2009	FY 2012	FY 2014	FY 2015	FY 2016
Direct Aid to K-12	\$5,607.6	\$4,903.1	\$5,240.3	\$5,405.4	\$5,560.3
Health and Human Services	888.4	822.7	791.7	810.1	846.8
CSA	299.7	245.2	217.2	217.4	217.4
Community/MH/3R Services	249.4	269.0	269.3	287.3	317.1
Local Social Services Staff	117.4	111.4	115.3	112.1	114.4
Community Health Programs	117.6	109.3	107.2	110.6	115.1
Welfare Services and Programs	104.3	87.8	82.7	82.7	82.6
Public Safety	734.3	670.0	687.9	713.2	704.2
Local Sheriffs Offices	406.1	396.9	411.3	431.2	436.0
Local Police Dept's HB 599	197.3	172.4	172.4	172.4	172.4
Local Jail Per them	80.1	54.3	59.4	63.9	50.1
Assistance for Juvenile Justice	50.8	46.2	44.8	45.7	45.7
Constitutional Officers	\$155.3	\$143.8	\$145.8	\$152.4	\$152.5
Car Tax	950.0	950.0	950.0	950.0	950.0
Aid-to-Locality Reduction	(50.0)	(60.0)	0.0	(30.0)	0.0
Total Local GF Aid	\$8,285.6	\$7,429.6	\$7,815.7	\$8,001.1	\$8,213.7
Total Local GF Aid	\$15,943.0	\$16,556.9	\$17,705.2	\$18,240.2	\$18,764.2
Total GF Appropriations	52.0%	44.8%	44.1%	43.9%	43.8%

Local Priorities Losing Ground Major GF Budget Drivers FY 2006-16





Free Lunch Eligibility Has Grown Dramatically

	2008	2011	2015
CHARLOTTESVILLE	45.3%	47.6%	48.3%
HAMPTON	35.3%	42.8%	51.0%
HOPEWELL	54.3%	64.1%	65.0%
LYNCHBURG	45.2%	53.2%	56.0%
MARTINSVILLE	54.2%	63.1%	71.5%
NEWPORT NEWS	40.0%	46.5%	55.5%
NORFOLK	47.4%	56.3%	59.3%
PETERSBURG	52.6%	70.4%	100.0%
PORTSMOUTH	45.5%	54.0%	58.2%
RICHMOND CITY	64.1%	68.0%	97.6%
ROANOKE CITY	54.2%	61.1%	68.6%
STAUNTON	37.2%	46.0%	46.4%
WINCHESTER	36.0%	46.1%	51.4%
VFC Average	47.0%	55.3%	63.8%
Statewide	25.8%	32.0%	35.2%

Unfunded State Aid to Police (HB 599) Since FY 2000 *

	Current Appropriation	Annual Loss in FY 2016	Cumulative Loss Since FY 2000
Charlottesville	\$2,812,665	\$1,119,718	\$7,900,954
Hampton	\$6,523,451	\$7,679,328	\$25,489,511
Hopewell	\$1,267,000	\$764,897	\$4,939,084
Lynchburg	\$2,930,790	\$1,670,548	\$11,372,778
Norfolk	\$841,560	\$168,203	\$3,213,138
Newport News	\$8,742,111	\$1,861,682	\$34,191,033
Norfolk	\$11,174,993	\$6,217,270	\$41,601,970
Petersburg	\$2,822,234	\$1,125,072	\$7,923,462
Portsmouth	\$5,786,667	\$3,219,418	\$23,042,817
Richmond	\$13,894,018	\$7,729,943	\$55,675,952
Roanoke	\$5,339,107	\$2,970,585	\$20,525,355
Staunton	\$858,609	\$177,688	\$7,326,919
Winchester	<u>\$812,801</u>	<u>\$452,204</u>	<u>\$3,184,366</u>
Total VFC	\$63,206,212	\$34,468,543	\$245,345,961
Total State	\$172,412,837	\$87,853,786	\$583,951,450

* As compared to the statutory requirement to fund at the rate of growth in GSP revenues

VFC Criminal Justice and Social Welfare Data

	2013 Median Household Income	Non-Medical Expend %	2013 All-Priority Rate	2013 Child-Priority Rate	2014 Child-Overhead	2014-13 Violent Crime per 100,000	2014-13 Property Crime per 100,000	2014-13 Drug Abuse per 100,000	Crime Change Since 2007-09
Charlottesville	\$15,320	11.7%	22.9%	25.3%	89.8%	446	1,370	382	Down (Drug up)
Hampton	\$45,293	47.1%	15.0%	21.0%	84.0%	236	3,513	739	Down
Hopewell	\$35,440	61.8%	22.6%	31.4%	79.1%	191	3,891	886	Down (Drug up)
Lynchburg	\$30,908	40.7%	22.6%	28.0%	81.2%	376	2,825	522	Down (Drug up)
Norfolk	\$33,846	67.0%	25.8%	37.8%	86.7%	342	3,477	566	Down (Drug up)
Newport News	\$47,421	49.2%	17.5%	26.7%	88.0%	437	1,180	1,024	Down
Norfolk	\$42,909	48.1%	23.1%	33.1%	78.9%	562	4,645	430	Down (Drug up)
Petersburg	\$32,823	70.7%	28.1%	51.8%	82.6%	407	3,968	1,858	Down (Drug up)
Portsmouth	\$41,041	53.9%	20.9%	31.7%	85.1%	553	5,137	649	Down
Roanoke	\$39,349	64.4%	21.1%	36.6%	80.5%	649	4,175	936	Down
Staunton	\$37,223	55.9%	23.3%	35.6%	83.4%	517	4,752	1,282	Down
Winchester	\$38,712	44.9%	15.8%	24.1%	90.0%	387	2,264	754	Down
Total State	\$42,843	51.9%	21.1%	27.2%	90.2%	345	4,137	1,101	Down (Drug up)
Total VFC	\$62,743	54.8%	21.7%	34.4%	88.9%	391	2,139	333	Down (Drug up)

Source: VFC Dept. of Criminal Justice Services

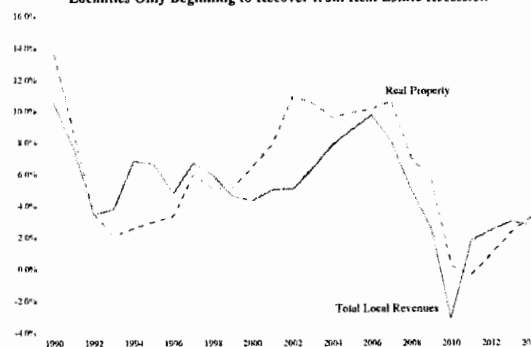
HB 599 Change in FY05-06 to FY 15-16 HB 599 Formula Factor Inputs

	Population	Density	Avg. Crime Rates *	Social Welfare Rate **
VFC Average	3.0%	3.0%	-23.1%	-28.4%
Other Cities	9.0%	8.9%	-13.0%	-21.0%
Counties	19.6%	21.0%	-27.5%	-14.0%
Towns	15.6%	n/a	n/a	n/a
Charlottesville C	10.4%	10.7%	-25.6%	-28.2%
Hampton C	-6.0%	-5.3%	-4.0%	-28.8%
Hopewell C	-0.2%	-0.6%	-17.5%	-30.5%
Lynchburg C	17.9%	18.5%	-14.7%	-31.9%
Marlintonville C	-10.2%	-10.2%	-25.3%	-35.4%
Newport News C	0.7%	0.1%	-28.5%	-29.0%
Norfolk C	5.0%	4.3%	-14.2%	-28.2%
Petersburg C	-2.2%	-2.4%	-39.7%	-28.7%
Portsmouth C	-2.5%	-3.9%	-11.1%	-23.9%
Richmond C	7.5%	8.0%	-44.9%	-16.2%
Roanoke C	2.6%	3.4%	-2.4%	-15.8%
Staunton C	1.8%	0.4%	-31.8%	-17.6%
Winchester C	11.5%	12.7%	-20.5%	-16.3%

* Average "minor rate" is violent and property crime per 100,000 persons

** Total TANF, Family Care, and General Relief response per 100,000 pop

Localities Only Beginning to Recover from Real Estate Recession



Note: real property tax rate changes from FY 13-15: 20 cities increased, 2 decreased, 57 counties increased, 7 decreased

Virginia First Cities Revenue Sources Have Not Kept Pace With Inflation/Population

Virginia First Cities Revenue Growth

	Real Property Tax	Total Local Revenue	All Revenue
FY 2009	\$1,068,456,137	\$2,626,738,101	\$4,856,504,054
FY 2014 *	\$1,063,723,291	\$2,632,716,367	\$4,794,929,501
Growth	-0.44%	0.23%	-1.3%

* Includes FY 2013 revenue data for Richmond and Hopewell

Note: "All Revenue" includes local, state, and federal revenue sources.
Inflation as measured by the CPI grew 10.5% from FY 2009-14

FY 2009 - FY 2014 Growth Comparison

	Locally-Generated Revenue	All Local Revenue Sources	O&M Expenditures	Population
Charlottesville	5.8%	3.7%	-1.1%	15.6%
Hampton	5.1%	1.4%	-1.0%	-3.9%
Hopewell **	14.8%	6.3%	1.5%	-2.7%
Lynchburg	11.6%	6.2%	3.6%	6.9%
Martinsville	-0.5%	0.9%	-2.2%	-7.7%
Newport News	-0.2%	-3.8%	-3.2%	0.4%
Norfolk	-1.7%	-1.6%	-6.9%	3.6%
Petersburg	-2.9%	-5.4%	-2.2%	7.4%
Portsmouth	-4.2%	-3.2%	-9.5%	-1.3%
Richmond **	-4.2%	-4.9%	-5.8%	6.6%
Roanoke	-1.8%	-1.3%	3.0%	6.0%
Sutton	3.0%	3.7%	0.1%	4.7%
Winchester	7.2%	11.7%	4.7%	2.2%
Total VFC	0.2%	-1.3%	-3.3%	2.9%
All Cities	3.9%	1.7%	0.1%	3.7%
All Counties	9.0%	8.2%	8.3%	5.3%

** FY 13 used instead of FY 14 data

Initial Analysis of 2016-18 State GF Budget: State Needs Could Take a Big Bite Out of New Revenues

- 2016-18 biennial base GF budget about \$37.5 billion. Possible available GF resources of about \$39 billion. Additions to base budget costs could include:
 - Rebenchmark K-12 costs (\$600 million?)
 - Medicaid inflation and utilization (\$500 million?)
 - Additional debt service for already authorized debt. Cash for capital?
 - Repeal accelerated sales tax, other tax policy shifts?
 - Restore agency cuts? Increased employee health care costs?
 - Salary increases for state employees, faculty?
 - Accelerate full funding of VRS?
 - Voluntary deposit to Rainy Day Fund?

VFC Legislative Agenda State Budget Issues - 2016 General Assembly

Budget-Education

- Increasing funding for at-risk student programs to help eliminate the achievement gap.
- Virginia Pre-School Initiative eligibility rules and increasing stagnant per student Pre-K funding levels.

Budget-Public Safety

- Restore Aid to Police Funding (HB 599), which has been flat since FY 2012, despite growth in state general fund revenues.
- Increase funding for felon re-entry programs to reduce recidivism.
- Restore funding for local community-based juvenile justice programs.
- Local fines and forfeitures, formula mandating remittance back to the state removed from budget.

Budget-Economic Development/Environment

- Restore Enterprise Zone program funding to eliminate real property grant proration.
- Provide adequate funding for local administration of health and human services.

2016 General Assembly Bills for Consideration??

- What are your major concerns?
- How can we best support you?
- Does it make sense to group budget asks and specific legislative asks into a legislative program "City Empowerment or City Wealth Building, for example, that would continue our holistic message:
 - At-Risk Education
 - Felon Re-Entry
 - Community Redevelopment/Investment
 - Allowing localities to use their fines and forfeitures for education, public safety, etc.
 - Package as pro-business, economic necessity

**Virginia First Cities
2016 PROPOSED BUDGET**

Coordination	<u>FY 2015</u>	<u>FY 2016</u>
Executive Director	126,758	129,293
Admin. Support	31,500	32,130
Rent	7,209	7,461
Phone and Internet	2,500	2,500
Copying and Printing	2,000	2,000
Furniture and Equip.	1,200	1,200
Office Supplies	1,000	1,000
Travel	2,000	2,000
Meeting Expenses	7,262	8,262
Legal and Audit	3,500	0
Bookkeeping	2,370	2,370
Postage	300	500
IT Service/Repair	700	1,000
Subtotal	188,299	189,716
Lobbying	57,000	53,040
Policy/Research	60,000	61,200
Communications & Pub Relations	2,000	5,500
 Reserve	 0	 0
Bonus for Staff 2%	0	
<u>Total</u>	<u>307,299</u>	<u>309,456</u>
Revenue	305,735	305,735
Reserve Funds	1,564	3,721

Notes:

1. 2% increase for contractors per policy (E.D., Admin Services, Lobbyist, Research)
2. Increase rent 3.5%
3. Update electronic equipment
4. Meeting expenses increase
5. Postage increase for mailings
6. IT increase
7. Increase for website upgrade and updated marketing materials



1.a.1.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: The Recycling Partnership, Incorporated Grant For Single Stream Recycling

Background:

The Recycling Partnership, Incorporated is a non-profit organization that leverages grants and technical assistance to transform curbside recycling systems within the United States. The Recycling Partnership, Incorporated has awarded the City of Roanoke \$40,000 for outreach and educational materials needed for the Solid Waste Management Division's planned Single Stream Recycling program. Additionally, The Recycling Partnership, Incorporated will provide services and support valued at up to \$139,000. Solid Waste Management will use this award as support for the planning and promotion of single stream recycling, including the development of a comprehensive outreach program to educate the community. Experts in the implementation and communication of single stream recycling will assist Solid Waste Management with the logistics and public outreach of the program. A media agency with experience in educating communities on single stream recycling across the country will provide a high quality media campaign tailored specifically to the City of Roanoke. In addition to these items listed above, a cash award of \$40,000 will be provided to the City for the implementation of the marketing campaign to cover the expense of printing and media placement.

The grant is contingent upon the City of Roanoke committing to a single stream recycling program with 35,000 new recycling carts, RFID readers, collection trucks and a \$30,000 required match for education and outreach. The match will be specifically used for media placement, printing, postage and promotional materials to maximize the impact of the outreach plan. Research has shown that a strong communication program greatly enhances the successful participation of single stream recycling initiatives.

Recommended Action:

Accept the grant from The Recycling Partnership, Incorporated, as described above and authorize the City Manager to execute the grant agreement and any related documents; all such documents to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the Grant fund for \$40,000, transfer funding in the amount of \$30,000 from account 35-300-9700-5415 (Local Matching Funds for Grants) to provide the local match funding, and appropriate total funding of \$70,000 into accounts to be established by the Director of Finance in the Grant Fund.

A handwritten signature in black ink, appearing to read 'C. Morrill', is written over a horizontal dashed line.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers



RecyclingPartnership.org

May 22, 2015

Skip Decker
City of Roanoke
215 Church Avenue
Roanoke, VA 24011

Dear Mr. Decker:

Enclosed is a copy of the Contract between the City of Roanoke and The Recycling Partnership, Inc. (Partnership) formally Curbside Value Partnership (CVP).

Invoices or matters regarding work to be performed under the terms of the Contract should be directed to Karen Bandhauer, Partnership Project Director, at kbandhauer@recyclingpartnership.org or (970) 682-1662.

Should you have any questions regarding the Contract, please contact me at (864) 760-8828.

Sincerely,

Keefe Harrison
Executive Director
The Recycling Partnership, Inc., Formally Curbside Value Partnership

Enclosure

This Contract is hereby made and entered into on XXXX XX, 2015, by and between The Recycling Partnership, Inc. (Partnership), formally Curbside Value Partnership, Inc. (CVP) and the City of Roanoke, VA (Grantee) (referred to collectively as the "Parties").

1. **Contract Documents:** The Contract consists of this document and its attachments, which include (a) Terms and Conditions (Attachment A) and (b) Grantee's Work Plan (Attachment B) and comprise the entire agreement between the Parties and supersede all prior oral and written statements. Amendments to the Contract may be made by the Parties as provided herein.
2. **Contract Period:** This Contract shall be effective starting on XXXX XX, 2015 and shall end on XXXX XX, 2016.
3. **Grantee's Duties:** The Grantee shall complete the project as described in Attachment B.
4. **The Partnership's Duties:** The Partnership shall make distributions to the Grantee in the manner and in the amounts specified in the Contract. The Partnership shall also commit to providing contractor support in the manner outlined in the Contract.
5. **The total amount distributed by the Partnership to the Grantee under this Contract shall not exceed FORTY THOUSAND DOLLARS (\$40,000).** The Partnership will also provide the Grantee access to resources, contractor assistance, and Partnership staff time, valued at \$139,000.

Location	Education and Outreach	Technical Assistance	Champion Building	Total
Roanoke, VA	\$40,000 plus access to education campaign materials valued at \$100,000	Dedicated support from the Partnership valued up to \$30,000	Dedicated support from the Partnership valued up to \$9,000	\$40,000 plus up to \$139,000 in assistance and support

The Grantee commits to the following:

Vendor: 35,000 carts	\$1,750,000
Grantee: Education and Outreach Funding	\$30,000
Grantee: RFID readers/ Trucks	\$32,000
Total:	\$1,812,000

6. **Distribution Provisions:** The Partnership shall reimburse the Grantee for actual allowable expenditures. Requests for reimbursement must be submitted only after the Grantee has spent funds on the project. An allowable expenditure is one associated with work performed to meet the project objectives outlined in the Work Plan during the specific reporting period.
7. **Invoices:** The Grantee shall submit invoices to the Partnership care of Karen Bandhauer at kbandhauer@recyclingpartnership.org at least quarterly. The final invoice must be received by CVP within 45 days after the end of the Contract period. The Grantee commits to conducting a pre-audit of all invoices/vouchers presented to the Partnership by determining the validity and accuracy of payment, payment due date and adequacy of documentation supporting payment.
8. **Contract Contacts:** Programmatic contacts are outlined below.

Recycling Partnership Executive Director	Recycling Partnership Project Director	Grantee Key Personnel
Keefe Harrison Executive Director Telephone: (864) 760-8828 Cellphone: (650) 712-1703 Email: kharrison@recyclingpartnership.org	Karen Bandhauer Project Director Telephone: (970) 682-1662 Cellphone: (970) 672-7660 Email: kbandhauer@recyclingpartnership.org	Skip Decker Division Manager Solid Waste Management Telephone: (540) 853-6848 Email: Skip.Decker@roanokeva.gov

9. **Changes and Amendments:** Any changes in the scope of the Contract that increases or decreases the amount distributable to the Grantee are not effective until approved in writing by the Executive Director of the Partnership. The Contract may be amended in writing by the Parties.
10. **Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to bind his or her principal to the terms of this Contract.

City of Roanoke

The Recycling Partnership, Inc.

By _____
Grantee's Signature

By _____
Executive Director

Attachment A: Terms and Conditions

Termination: Either Party may terminate this Contract in writing with thirty days notice to the other Party. In the event that the Contract is terminated, the Grantee will receive a distribution from the Partnership equal to the total amount of actual allowable expenditures incurred prior to termination.

Termination for Cause: If the Grantee fails to fulfill in a timely and proper manner the obligations under this Contract, the Partnership may terminate this Contract by giving written notice to the Grantee of such termination and specifying the reasons for termination and the effective date. In such case, the Grantee is entitled to receive a distribution from the Partnership equal to the total amount of actual allowable expenditures incurred prior to termination.

Recycled Paper: The Grantee shall ensure that all publications produced as a result of this Contract are printed double-sided on recycled paper.

Lobbying: The Grantee shall not use or appropriate any funds received from the Partnership to carry on propaganda or otherwise attempt to influence legislation.

Compliance with Work Plan: The Grantee shall adhere to the timeline and objectives details in the approved work plan and make sufficient progress toward that end.

Costs and Extensions

Retroactive Costs: Costs incurred before the Contract period are not eligible for reimbursement unless permission is provided in writing by the Executive Director of the Partnership.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional distributions will be made by the Partnership in excess of the contract amount.

Extensions: No-cost time extensions are possible, but not guaranteed by the Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Executive Director of the Partnership at least 60-days prior to the Contract end date.

Cart Suggested Best Practices

Collection Frequency: Communities must collect recyclables on a weekly or bi-weekly basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 65+ gallon cart is required.
- Bi-Weekly collection: 95+ gallon cart size is required.

Cart Distribution: Carts must be distributed to residents free of charge.

RFID (Radio Frequency Identification) Tags: RFID tags must be embedded in carts at the time of manufacturing.

Working with CVP and/or CVP Contractor-Representative

The Grantee agrees to work with the Partnership and/or a contractor during the design, implementation and monitoring of the program improvements during the Contract period.

Material Collection: The Grantee shall work with the Partnership and/or a contractor and its material recovery service provider to evaluate the current mix of materials collected residually and consider the inclusion of other materials as appropriate, in curbside collection.

Press events: The Grantee agrees to participate in local press events related to The Recycling Partnership, which may include, but is not limited to, press releases, interviews, ribbon cupping ceremonies, etc.

Reporting

Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- The Grantee shall deliver to the Partnership quarterly progress reports, via the following template, through the end of the Contract period.
- The Grantee shall submit a draft final report to the Partnership at least 30 days prior to the Contract end date and a final report is required to be submitted within 30 days of the Contract end date.
- The Partnership seeks to capture data that supports best practice delivery of carts, education and outreach, and technical assistance in driving increased recovery rates.

Therefore, if carts are distributed in the final quarter of the contract period, a three quarter no-cost contract extension shall be exercised for metric reporting purposes only.

- All reports shall be submitted electronically to the Partnership using the Re-Trac reporting forms.

Attachment B: Work Plan

Contact Information:

Skip Decker
Division Manager
Solid Waste Management
Telephone: (540) 853-6848
Email: Skip.Decker@roanokeva.gov

Project Description:

Transition from a dual stream, bin-based, bi weekly collection program to a single stream, cart-based, commingled program. Provide carts to the 32,425 serviced households through a vendor agreement. Support with effective education and outreach via the Partnership's grant and technical assistance.

Measurement Plan:

A baseline will be developed to monitor progress. The baseline will be developed using monthly tonnage data for the past 2-3 years. The City of Roanoke commits to providing the Partnership with monthly tonnage data for municipal solid waste, recyclables, and green waste (if applicable). The City of Roanoke will also work with the Partnership and its Material Recovery Facility to evaluate contamination rates of recovered materials.

Public Outreach Plan:

The City of Roanoke will work closely with the Partnership to develop and implement an effective education and outreach campaign utilizing the Switch to Carts module and contractor support.

Implementation Timeline:

- June 2015 - Marketing program begins
- August 2015 - Distribution of carts
- October 2015 - Program begins

Budget:

	Local Funding	State Funding	Other Funding	Recycling Partnership Funding	Total
RFID recycle carts/delivery			\$1,750,000		\$1,750,000
RFID Readers	\$22,800				\$22,800
Four trucks	\$32,000				\$140,000
Education outreach	\$30,000			\$40,000	\$70,000
	\$84,800		\$1,750,000	\$40,000	\$1,982,800

5/16/15

1.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting a grant from Recycling Partnership, Inc., to the City for the City's Single Stream Recycling program, and authorizing execution of any required documents on behalf of the City in connection with such grant, under certain conditions.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager is hereby authorized on behalf of the City to accept from Recycling Partnership, Inc., a grant in the amount of \$40,000 and \$139,000 of in-kind services, with a \$30,000 local match from the City, for the City's Single Stream Recycling program, such funding to be used as support for the planning and promotion of single stream recycling, including the development of a comprehensive outreach program to educate the community, all of which is more particularly described in the City Council Agenda Report dated June 15, 2015.

2. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City, any and all requisite documents pertaining to the City's acceptance of the grant, such documents to be approved as to form by the City Attorney.

3. The City Manager is hereby authorized to take such further actions and execute all documents as may be necessary to implement and administer such grant, consistent with the terms of this resolution, with any such documents being approved as to form by the City Attorney.

ATTEST:

City Clerk.



T.a.l.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from Recycling Partnership Incorporated for single stream recycling, amending and reordaining certain sections of the 2014-2015 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2014-2015 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Professional Fees	35-530-8312-2010	\$ 70,000
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Revenues

Recycling Partnership FY15 - RPI	35-530-8312-8312	40,000
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Recycling Partnership FY15 - Local	35-530-8312-8313	30,000
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Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Continuation of the Tax Exemption Program for the Rehabilitation of Real Property and Update Reference to Virginia Maintenance Code

Background:

On July 1, 2015, the City's program that allows partial tax exemptions on the rehabilitation (rehab) of residential, commercial, and industrial real property will expire. On June 1, 2015, City Council was briefed by the Director of Real Estate Valuation, Susan Lower. She provided an overview of the program and information on its use and positive impact over the past five years.

Considerations:

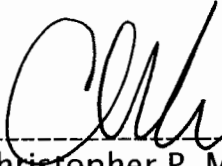
- An analysis of the City's current program was done by staff in conjunction with the Commissioner of Revenue and City Treasurer's Offices.
- The City's program was benchmarked against those in other Virginia localities.
- The analysis of the program and the benchmarking supported maintaining the program as it currently exists.
- The following requirements should continue to be enforced:
 - To apply for the rehab program, the property owner must be current on all real estate taxes.
 - To remain in the rehab program, taxes must be kept current.
 - To remain in the rehab program, the property must comply with all of the City's building, zoning, and nuisance codes.

In addition, in reviewing the current City Code, the City's Code Enforcement Office recommended an amendment to Section 32-101.26 to update the reference to the Virginia Maintenance Code, and as it may be amended.

Recommended Action:

Adopt an ordinance that will amend and reordain Chapter 32, Taxation, Article II, Real Estate Taxes Generally, Division 5. Exemption of Certain Rehabilitated Real Property, Section 32-93, Generally; termination of exemption program; and Chapter 32, Taxation, Article II, Real Estate Taxes Generally, Division 5C. Partial Tax Exemption In Redevelopment and Conservation Areas, and Rehabilitation Districts, Section 32-101.20 Generally; termination of exemption program, and

Section 32-101.26 Eligibility; of the Code of the City of Roanoke (1979), as amended, to extend the expiration date of these programs to July 1, 2020, and update a reference to the Virginia Maintenance Code.

A handwritten signature in black ink, appearing to read 'C. Morrill', written over a horizontal dashed line.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers

Honorable Sherman A. Holland, Commissioner of the Revenue

Honorable Evelyn W. Powers, City Treasurer

Brian Townsend, Assistant City Manager for Community Development

Barbara Dameron, Director of Finance

Susan S. Lower, Director of Real Estate Valuation

DJK

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 32-93, Generally; termination of exemption program, Division 5. Exemption Of Certain Rehabilitated Real Property, Article II, Real Estate Taxes Generally, Chapter 32, Taxation, of the Code of the City of Roanoke, (1979), as amended; Section 32-101.20, Generally; termination of exemption program, Division 5C. Partial Tax Exemption In Redevelopment and Conservation Areas, and Rehabilitation Districts, Article II, Real Estate Taxes Generally, of Chapter 32, Taxation, of the Code of the City of Roanoke (1979), as amended; Section 32-101.26, Eligibility, Division 5C. Partial Tax Exemption In Redevelopment and Conservation Areas, and Rehabilitation Districts, Article II, Real Estate Taxes Generally, of Chapter 32, Taxation; of the Code of the City of Roanoke (1979) as amended, which provide for certain real estate tax exemptions for rehabilitating property in the City; providing for an effective date; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. Chapter 32, Taxation, Article II, Real Estate Taxes Generally, Division 5. Exemption Of Certain Rehabilitated Real Property, Section 32-93, Generally; termination of exemption program, Code of the City of Roanoke (1979), as amended, is amended to read and provide as follows:

Sec. 32-93. - Generally; termination of exemption program.

(a) The director of real estate valuation shall, upon application made and within the limits as hereinafter provided, order exemption of real property tax

on real property substantially rehabilitated for residential use and on real property substantially rehabilitated for commercial or industrial use.

(b) This division shall terminate and no new applications for exemption shall be accepted on and after July 1, 2015~~20~~, unless reenacted. This provision shall not affect applications filed before that date, or the continued eligibility for exemption of properties approved before that date.

(c) As used in this Division, the term "substantial rehabilitation" shall include the substantial rehabilitation, renovation, or replacement of real property.

2. Chapter 32, Taxation, Article II, Real Estate Taxes Generally, Division 5C. Partial Tax Exemption In Redevelopment and Conservation Areas, and Rehabilitation Districts, Section 32-101.20, Generally; termination of exemption program, and Section 32-101.26, Eligibility, Code of the City of Roanoke (1979), as amended, are amended to read and provide as follows:

Sec. 32-101.20. - Generally; termination of exemption program.

(a) The director of real estate valuation shall, upon application made and within the limits as hereinafter provided, order the partial exemption from real property tax of real property upon which new structures or other improvements have been constructed within a redevelopment or conservation area, or a rehabilitation district established in the city.

(b) This division shall terminate and no new applications for exemption shall be accepted on and after July 1, 2015~~20~~, unless reenacted. This provision shall not affect applications filed before that date, or the continued eligibility for exemption of properties approved before that date.

Sec. 32-101.26. -- Eligibility.

(a) In order for the exemption for a property to continue in effect, such property shall be maintained in compliance with the city's building code, including the ~~BOCA National Property~~ Virginia Maintenance Code, as amended, and, if applicable, the requirements of the city's rental certificate of compliance program, Section 7-34 et seq., of this Code. If, after receiving notice of a violation of this section, the owner of the property fails or refuses

to complete the necessary corrections within the time required for such action, or refuses city inspectors access to such property for the purpose of determining continued eligibility under this section, then such eligibility shall terminate.

(b) The improvements must be completed within two (2) years after the date of the filing of the application for exemption.

(c) In order for the exemption for a property to continue in effect, or for an owner to apply for such exemption, the owner thereof shall not be delinquent in any real estate tax owed the city, and such exemption shall be void and of no effect if such delinquency occurs.

(d) If a property which has qualified for exemption is damaged by fire or act of God such that the remaining value of the property is less than its original assessment before being rehabilitated, then the exemption shall cease.

3. This ordinance shall be in full force and effect on and after July 1, 2015.

4. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Amendment to Section 30-14, Procedure for Altering or Vacating City Streets or Alleys; Fees Therefor, of the City Code, and Amendment of the FY2016 Fee Compendium

Background:

The Department of Planning, Building, and Development (Department) is making a number of adjustments to the procedures for applying for rezonings, variances, special exceptions, appeals of the zoning administrator's decisions, and vacations of a street or alley. The Department identified two procedural improvements to the street and alley vacation process, both of which require amendments to Sec. 30-14 of the City Code and an amendment to the City's Fee Compendium.

Certain land use actions require public hearings that must be advertised in a newspaper of general circulation. Under the former process, each application had a separate legal advertisement and the cost was billed directly to the applicant. Staff has determined that bundling multiple legal ads together would reduce costs to applicants by reducing the amount of repetitive text (e.g., date and location of hearings).

Staff has reviewed these costs to determine an average cost for advertising and established a reasonable fee that could be collected at the time of application to cover the cost of a legal advertisement. The City would in turn make a single payment directly to the Roanoke Times for all legal ads. This new system will reduce administrative processing time as well as provide a predictable cost to applicants.

An additional proposed change is to delete the requirement for the applicant to provide an adjoining property owners list as part of any application for a street or alley closure. Notice of an application for a street or alley closure will still be provided to adjoining property owners, but the identity of all adjoining property owners will be determined by the Department's staff.

Considerations:

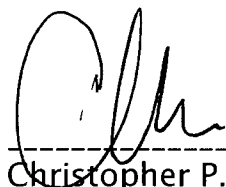
Making the changes involves an amendment to Sec. 30-14 to reference the Fee Compendium as well as amending the Fee Compendium itself to establish a legal advertising fee of \$250 per advertisement.

Several years ago, the Department discontinued the requirement for applicants to include a listing of adjoining property owners. The adjoining property owners list is used to give required notice by mail. Even though the applicant provided the information, staff would review, confirm, and recreate the information to avoid any flaw in the legal notice. Therefore, there was no need to ask the applicant to provide the list. While the change was made in the application process, the requirement remains in the City Code and should be deleted to reflect the current practice.

Recommendation:

Adopt the attached ordinance, amending Section 30-14, Procedure for altering or vacating city streets or alleys; fees therefor, of the Code of the City of Roanoke (1979), as amended.

Adopt the attached resolution, amending the City's Fee Compendium to establish a fee of \$250 for a legal advertisement for alteration or vacation of a street or alley, effective July 1, 2015.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers

R. Brian Townsend, Assistant City Manager for Community Development
Sherman M. Stovall, Assistant City Manager for Operations
Amelia C. Merchant, Director of Management and Budget
Christopher Chittum, Director, Planning Building and Development

STY
6/14/15

7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 30-14, Procedure for altering or vacating city streets or alleys; fees therefor; Article I, In General, Chapter 30, Streets and Sidewalks, of the Code of the City of Roanoke (1979), as amended, to establish a flat fee for legal advertising and to delete the need for applicants to provide certain information at the time of application; providing for an effective date; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. Chapter 30, Streets and Sidewalks, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

Sec. 30-14. Procedure for altering or vacating city streets or alleys; fees therefor.

Streets and alleys in the city may be altered or vacated on motion of the city council or on application of any person, in accordance with section 15.2-2006, Code of Virginia (1950), as amended, as follows:

* * *

- (2) A fee, in an amount prescribed by city council, shall be charged by the city for processing of all applications for the alteration or vacation of any street or alley, which fee shall be in addition to all other expenses or costs, including advertising costs and the cost of notifying affected property owners. Fees for such application and advertising costs shall be as set forth in the City of Roanoke's Fee Compendium as adopted by city council. The fee shall be payable to the city clerk. The city clerk shall not accept any application unless such fee is paid. No fee shall be charged upon city council's own motion for the alteration or vacation of a street or alley, or upon the application of any state, federal or local governmental authority for the same.

- (3) Upon the filing of an application for the alteration or vacation of a street or alley, the city clerk shall immediately refer the same to the city planning commission without further action of council. No viewers shall be appointed. ~~Every application shall include a list of the names and addresses, if known, of the owner or owners of all of the property affected by a proposed alteration or vacation of a street or alley.~~

* * *

2. This ordinance shall be effective as of the date of its passage.
3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk

95T
6/10/15

T.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION amending the Fee Compendium to establish a flat fee for legal advertisement of an application to alter or vacate a street or alley; and establishing an effective date.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, as since amended, shall be amended to reflect the addition of a new fee of \$250 for legal advertisement of an application to alter or vacate a street or alley.
2. Resolution No. 32412-032795 is hereby amended to the extent and only to the extent of any inconsistency with this Resolution.
3. The fee established by this Resolution shall remain in effect until amended by this Council.
4. This Resolution shall be in full force and effect on July 1, 2015.

ATTEST:

City Clerk.



7a.4.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Amendment No. 1 to the Workforce Investment Area III Chief Local Elected Officials (CLEO) Charter Agreement

Background:

The Workforce Investment Area III Chief Elected Officials (CLEO) Consortium was formed by a Charter Agreement (Agreement) in 2003 between and among the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the cities of Covington, Salem and Roanoke. The Consortium agreed to work cooperatively to promote programs to support employment opportunities within the region. The Agreement was developed in a manner consistent with the provisions of the Workforce Investment Act (WIA) and identified the role of the CLEO, such as appointing the members of the Western Virginia Workforce Development Board (WDB) and designating a Grant Recipient and Fiscal Agent for WIA funds.


Considerations:

In July, 2014, the United States Congress enacted the Workforce Innovation and Opportunity Act (WIOA) which repealed and replaced the WIA. In light of this change and a proposed partnership between the WDB and the Roanoke Valley-Alleghany Regional Commission (RVARC), the CLEO voted to amend its Charter Agreement at its April 30, 2015 meeting. Amendment No. 1 updates the Agreement to be consistent with the provisions of WIOA, redesignates the City of Roanoke as the Consortium Grant Recipient on behalf of Area III local government members, and designates the initial Fiscal Agent to be the RVARC. These overall changes were made to provide greater organizational and fiscal capacity to support the mission of the WDB. It should also result in better coordination of economic and workforce development efforts, and create a stronger focus on serving the needs of key industry sectors.

Furthermore, Amendment No. 1 confirms that the Charter Agreement is an exercise of joint powers permitted by Section 15.2-1300 of the Code of Virginia, 1950, as amended, which provides the member jurisdictions more options to cooperatively address workforce development in the future. A copy of the proposed Amendment No 1 is attached to this report for City Council's review and information.

Recommended Action:

Adopt an Ordinance approving Amendment No. 1 to the CLEO Charter Agreement, ratifying, reaffirming, confirming, and approving the creation of the CLEO Charter Agreement, as amended by Amendment No. 1; authorizing the Mayor to execute the Amendment No. 1 between and among the member jurisdictions comprising Workforce Investment Area III, in a form substantially similar as attached to this report, such Amendment No. 1 to be approved as to form by the City Attorney; and authorizing the Mayor and the City Manager to execute such other documents related to Amendment No. 1, in a form approved by the City Attorney.



Christopher P. Morrill
City Manager

Attachment: Amendment No. 1

Distribution: Council Appointed Officers

Brian Townsend, Assistant City Manager for Community Development

Jane R. Conlin, Director of Human/Social Services

Jake Gilmer, Acting Director, Workforce Development Board

AMENDMENT NO. 1
TO
WORKFORCE INVESTMENT AREA III
CHIEF LOCAL ELECTED OFFICIALS

This Amendment No. 1 to the Workforce Investment Area III Chief Local Elected Officials Charter Agreement is made this ____ day of _____, 2015, by and among City of Covington, the City of Roanoke, the City of Salem, and the County of Alleghany, the County of Botetourt, the County of Craig, the County of Franklin, and the County of Roanoke (the “Member Jurisdictions”).

RECITALS

A. The Member Jurisdictions, via action through their respective mayors and chairmen of the board of supervisors, formed the Workforce Investment Area III Chief Local Elected Officials Consortium (the “Consortium”) by the execution of the Workforce Investment Area III Chief Local Elected Officials Charter Agreement dated July 21, 2003 (the “Charter Agreement”).

B. Pursuant to the terms of the Charter Agreement, the Consortium agreed to work cooperatively to promote programs to support employment opportunities within Workforce Development Area III, as designated by the Commonwealth of Virginia (“Area III”), in a manner consistent with the provisions of the Workforce Investment Act, 29 U.S.C. §§ 2801, et seq. (“WIA”) and the rules and regulations promulgated by the United States Department of Labor (the “Department”).

C. In July 2014, the United States Congress enacted the Workforce Innovation and Opportunity Act, 29 U.S.C. §§ 3101, et seq. (“WIOA”) that repealed and replaced WIA.

D. Pursuant to Section 13 of the Charter Agreement, the Member Jurisdictions may amend the Charter Agreement with the authorization and concurrence of the governing bodies of each of the Member Jurisdictions.

E. The Member Jurisdictions have the authority to enter into joint agreements pursuant to Section 15.2-1300, Code of Virginia (1950), as amended, and the Charter Agreement constitutes an agreement for the joint exercise of powers by participating political subdivisions of the Commonwealth of Virginia.

F. Based upon a review of the Charter Agreement, and the recent enactment of WIOA, the Member Jurisdictions desire to amend the Charter Agreement in accordance with this Amendment No. 1 to Workforce Investment Area III Chief Local Elected Officials Charter Agreement ("Amendment No. 1").

G. The governing body of each of the Member Jurisdictions has adopted an ordinance approving of, and concurring with this Amendment No. 1, and has authorized its respective mayor or chairman of its board of supervisors to execute this Amendment No. 1.

NOW, THEREFORE, based on the recitals set forth above, which recitals are a material part of this Amendment No. 1, and for other good and valuable consideration, the Member Jurisdictions agree and hereby amend the Charter Agreement as follows:

1. Amendment to Purpose of the Agreement.

The preamble section of the Charter Agreement entitled "PURPOSE OF THE AGREEMENT" is amended to provide at the end of the section as follows:

The Consortium acknowledges the enactment of the Workforce Investment and Opportunity Act of 2014, 29 U.S.C. §§ 3101, et seq. ("WIOA") and agrees that the Consortium, in cooperation with the WDB, a Virginia non-stock corporation, will operate in accordance with the provisions of the WIOA and the regulations and rules

promulgated and adopted by the United States Department of Labor to insure success of the programs operated under the WIOA comply with all applicable federal and state laws, rules, regulations, and guidelines, and with the terms of the local plan developed for Area III.

The Member Jurisdictions, through the CLEO, acknowledge, affirm, and agree that the Workforce Investment Area III Chief Local Elected Officials Charter Agreement dated July 21, 2003, as amended, constitutes an agreement authorized by Section 15.2-1300, Code of Virginia (1950), as amended, for the joint exercise of powers by participating political subdivisions of the Commonwealth of Virginia.

2. Amend Section 8 of the Charter Agreement by deleting Section 8 in its entirety and replacing Section 8 with the following:

SECTION 8 Administration.

8.1 Grant Recipient.

The Consortium designates from its membership the local government jurisdiction of the City of Roanoke as the grant recipient for all grants funds appropriated to the Consortium for Area III pursuant to the Act of the WIOA. The City shall ensure compliance with the terms and conditions of such grants.

8.2 Fiscal Agent.

In order to facilitate and expedite the implementation and operation of the workforce development plan for Area III, the Consortium appoints the Roanoke Valley-Alleghany Regional Commission as the initial fiscal agent for the Consortium and WDB. The Consortium, with the advice and consent of the WDB and the Member Jurisdiction designated as the grant recipient, shall appoint any future fiscal agent pursuant to this Section 8.2.

The terms, conditions, duties, and responsibilities of fiscal agent shall be set forth in an agreement among the Consortium, WDB, the grant recipient designated by the Consortium, and the party designated by the Consortium as fiscal agent.

3. Amend the Charter Agreement by adding a new Section 14 to follow Section 13 and to read and provide as follows:

SECTION 14. Changes in the Act.

The Member Jurisdictions acknowledge and agree that the WIOA repeals and replaces the Act. For purposes of this Charter Agreement, the Member Jurisdictions agree that references to “the Act” or sections of “the Act,” and regulations and rules adopted pursuant thereto, contained in this Charter Agreement shall hereafter include or refer to the WIOA, relevant and corresponding sections of the WIOA, and the rules, regulations, and guidelines adopted pursuant to the WIOA, as they currently exist or may be amended.

4. **Effect.**

Except as amended by this Amendment No. 1, the Charter Agreement remains in full force and effect in accordance with its original terms. The Member Jurisdictions acknowledge, agree, and ratify that the Charter Agreement, as amended by this Amendment No. 1, constitutes the entire charter for the establishment of the Consortium. Capitalized terms not defined in this Amendment No. 1 shall have the meaning ascribed to such terms as set forth in the Charter Agreement. This Amendment No. 1 shall take effect as of the latest date on which the governing bodies of the Member Jurisdictions have approved and concurred to this Amendment No.1.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the chief local elected officials of the respective Member Jurisdictions have executed this Amendment No.1 on behalf of their respective Member Jurisdictions.

Name: _____ Date: _____, 2015
Title: Mayor, City of Covington, Virginia

Name: David A. Bowers Date: _____, 2015
Title: Mayor, City of Roanoke, Virginia

Name: _____ Date: _____, 2015
Title: Mayor, City of Salem, Virginia

Name: _____ Date: _____, 2015
Title: Chairman, Board of Supervisors
County of Alleghany, Virginia

Name: _____ Date: _____, 2015
Title: Chairman, Board of Supervisors
County of Botetourt, Virginia

Name: _____ Date: _____, 2015
Title: Chairman, Board of Supervisors
County of Craig, Virginia

Name: _____ Date: _____, 2015
Title: Chairman, Board of Supervisors
County of Franklin, Virginia

Name: _____ Date: _____, 2015
Title: Chairman, Board of Supervisors
County of Roanoke, Virginia

APPROVED AS TO FORM:

Name: _____ Date: _____, 2015
City of Covington Alleghany, Virginia

Name: Daniel J. Callaghan, City Attorney Date: _____, 2015
City of Roanoke, Virginia

Name: Steven Yost, City Attorney Date: _____, 2015
City of Salem, Virginia

Name: _____ Date: _____, 2015
County of Alleghany, Virginia

Name: _____ Date: _____, 2015
County of Botetourt, Virginia

Name: _____ Date: _____, 2015
County of Craig, Virginia

Name: _____ Date: _____, 2015
County of Franklin, Virginia

Name: Paul Mahoney, County Attorney Date: _____, 2015
County of Roanoke, Virginia

020

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

7.a.4

AN ORDINANCE authorizing the adoption of Amendment No. 1 to the Workforce Investment Area III Chief Local Elected Officials Charter Agreement to amend and confirm the Workforce Investment Area III Chief Local Officials Charter Agreement (Charter Agreement), as amended; authorizing the Mayor to execute such Amendment No. 1 to the Charter; authorizing such city officials to execute such other documents and take such other actions to effectuate such Amendment No. 1 to the Charter Agreement; and dispensing with the second reading of this ordinance by title.

WHEREAS, the Cities of Covington, Roanoke, and Salem, and the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke agreed to create a consortium to work together in accordance with the provisions of the federal Workforce Investment Act within the Western Virginia Workforce Development Area III;

WHEREAS, City Council authorized the Mayor of the City of Roanoke to execute the Workforce Investment Area III Chief Local Elected Officials Charter Agreement dated July 21, 2003 (Charter Agreement), by Resolution No. 36435-072103, adopted July 21, 2003;

WHEREAS, the Mayors of the Cities of Covington, Roanoke and Salem, and the Chairmen of the Board of Supervisors of the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke (collectively, the Member Jurisdictions) executed the Charter Agreement;

WHEREAS, the Member Jurisdictions desire to amend the Charter Agreement to improve the operations and implementation of the Workforce Development Plan, acknowledge, confirm, and agree that the Charter Agreement is an exercise of joint powers as permitted by Section 15.2-1300, et seq., Code of Virginia (1950), as amended, and address changes that may

be required as the result of the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. §§ 3011, et seq.), all as more specifically set forth in the City Council Agenda Report dated June 15, 2015; and

WHEREAS, Section 13 of the Charter Agreement allows for amendments to the Charter Agreement with the concurrence of the governing bodies of the Member Jurisdictions.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. City Council concurs with amending the Charter Agreement by adoption of Amendment No.1. The form of Amendment No. 1 to the Charter Agreement, a copy of which Amendment No. 1 is attached to the City Council Agenda Report dated June 15, 2015, is approved, and the Mayor of the City of Roanoke is hereby authorized to execute Amendment No. 1 to the Charter Agreement, in a form substantially similar to Amendment No. 1 attached to such City Council Agenda Report, the form to be approved by the City Attorney.

2. The Mayor and the City Manager are hereby severally authorized to execute any other requisite documents related to Amendment No. 1 to the Charter Agreement, upon form approved by the City Attorney, as more particularly set forth in the City Council Agenda Report dated June 15, 2015.

3. The Charter Agreement, as authorized and approved by Resolution No. 36435-072103, and as amended by Amendment No. 1, is ratified, reaffirmed, confirmed, and approved.

4. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk



7.a.5.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Workforce Innovation and Opportunity Act Title 1 Grant Award Agreement

Background:

The City of Roanoke is the grant recipient for Workforce Innovation and Opportunity Act (WIOA) funding, thus, City Council must acknowledge and receive the funding for all grants and other monies received in order for the Western Virginia Workforce Development Board, Inc. (WDB) to administer WIOA programs. The WDB administers the federally funded WIOA for Area 3, which encompasses the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the cities of Covington, Salem and Roanoke. The WDB works with the Workforce Investment Area 3 Chief Local Elected Officials Consortium (Consortium) established by the localities in the region identified above. The Roanoke Valley-Alleghany Regional Commission will be the initial appointee to serve as the fiscal agent for the WDB and the Consortium.

WIOA funding is for four primary client populations:

- Dislocated workers who have been laid off from employment through no fault of their own;
- Economically disadvantaged individuals as determined by household income guidelines defined by the US Department of Labor;
- Youth who are economically disadvantaged, or who have other barriers to becoming successfully employed adults; and,
- Businesses in need of employment and job training services.

Attached is the Workforce Innovation and Opportunity Act (WIOA) Title 1 Grant Agreement between the Virginia Community College System and the City of Roanoke that must be executed prior to July 1, 2015 in order to ensure the continuation of funding for the WIOA programs. The proposed Agreement outlines the roles and responsibilities of the City as the grant recipient, and provides the framework for the acceptance and disposition of funds during the Agreement term. The Agreement is for a one year term beginning July 1, 2015 and ending on June 30, 2016. This proposed Agreement replaces a similar agreement between the parties which expires on June 30, 2015.

Considerations:

- Program Operations and existing activities as outlined above will continue. This Agreement is similar in form and content to agreements which have been previously executed by the City as the grant recipient of WIOA funds on behalf of those localities comprising Area 3.
- Funds are made available for programs from the Grantor agency and other sources, at no additional cost to the City.

Recommended Action:

Authorize the City Manager to execute the WIOA Title 1 Grant Award Agreement between the Virginia Community College System and the City of Roanoke on behalf of the Western Virginia Workforce Development Board, Inc. in a form substantially similar to that which is attached to this report; such Agreement to be approved as to form by the City Attorney.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager for Community Development
Jane R. Conlin, Director of Human/Social Services

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
TITLE I GRANT AWARD AGREEMENT
BETWEEN
THE VIRGINIA COMMUNITY COLLEGE SYSTEM
AND
LOCAL WORKFORCE DEVELOPMENT AREA 3**

This Agreement is entered into by and between the Virginia Community College System (hereinafter referred to as the VCCS), and City of Roanoke, the Local Workforce Development Area Grant Recipient (hereinafter referred to as LWDAGR) pursuant to the Chief Local Elected Officials Consortium Agreement, on behalf of the Western Virginia Workforce Development Area (hereinafter referred to as LWDA). The Agreement applies to WIOA Title I funds that are allocated by the VCCS to the LWDAGR for use by the LWDA. This Agreement is effective July 1, 2015 through June 30, 2016 in accordance with Section II and supersedes all other agreements for WIA Title I funds allocated by the VCCS.

SECTION I - PROGRAM PURPOSE

Title I Workforce Development System

WIOA Title I funds are allocated to the LWDAGR for the purpose of improving job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. The three key pillars of this system are:

- One-Stop career centers that provide first-rate customer service to jobseekers, workers, and businesses.
- The demands of businesses and workers drive workforce solutions.
- The workforce system supports strong regional economies where businesses thrive and people want to live and work.

1. Adult and Dislocated Worker Employment and Training Activities

Funding for Adult and Dislocated Worker employment and training activities shall be made in accordance with the Local Plan developed by the Western Virginia Local Workforce Development Board (hereinafter referred to as LWDB) in partnership with the (Consortium of) Chief Local Elected Officials (hereinafter referred to as CLEOs) and submitted to the Governor. The Local Plan has been reviewed and approved in accordance with applicable provisions of the Workforce Investment Act (WIA). For and in consideration of the mutual covenants hereinafter set forth, the VCCS and the LWDAGR agree as follows:

A. Adult Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 132 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the

provisions of Section 133(b)(1)(A). The funds will be made available through the issuance of a VCCS WIOA Notice of Obligation (hereinafter referred to as NOO).

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDA will ensure the provision of local employment and training activities to prepare adults for participation in the labor force.

B. Dislocated Worker Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 131 of the WIOA, funds shall be allocated to the LWDAGR in accordance with the provisions of Section 133(b)(1)(B). The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the approved Local Plan and Section 134(b) of the WIOA, the LWDA will ensure the provision of local employment and training activities to prepare dislocated workers to return to the labor force.

C. One-Stop Delivery System

The LWDB shall, in accordance with Section 121 of the WIOA:

1. Develop and enter into the memorandum of understanding described in Section 121(c) with one-stop partners;
2. Designate or certify one-stop operators under Section 121 (d); and
3. Conduct oversight with respect to the one-stop delivery system in the LWDA.
4. Adult and Dislocated Worker funds shall be used by the LWDA to contribute to the costs of the LWDA's one-stop delivery system as described in Sections 121(h) and 134(c) of the WIOA.

D. Minimum Level of Fiscal Support for Training

In accordance with §§ 2.2-2472.2 *et seq.* of the *Code of Virginia*, the LWDB shall allocate a minimum of 40 percent of WIOA Adult and Dislocated Worker funds to training services as defined under § 134(c)(3)(D) of the WIOA that lead to recognized postsecondary education and workforce credentials aligned with in-demand industry sectors or occupations in the local area or region. Failure by the LWDB to meet the required training expenditure percentage requirement shall result in sanctions, to increase in severity for each year of noncompliance.

2. Youth Employment and Training Activities

From funds made available to the Governor of Virginia pursuant to Section 126 of the WIOA, funds shall be allocated to the LWDA in accordance with the provisions of

Section 128(b)(1) The funds will be made available through the issuance of a VCCS WIOA NOO.

In accordance with the Local Plan and Section 129 parts (a) and (c) of the WIOA, the LWDA will ensure that a series of comprehensive youth services are available to serve eligible youth seeking assistance in achieving academic and employment success.

SECTION II - SPECIAL TERMS

1. Default on Terms of Agreement

Should the agreement permitted by Section 107 (d)(12)(B)(i) of the WIOA, or any subsidiary agreement among and between the LWDB and the CLEOs be terminated, or there be a claim made of default thereon by any party to the agreement or any subsidiary agreement, then the LWDB Chair or CLEO, as designated in Section 101(6) of the WIOA, shall give written notice of the particulars thereof to the Chancellor of the VCCS. In such event, the VCCS shall have the right to withhold further funding under this Agreement or terminate this Agreement upon such notice as may be reasonable under the circumstances, not in lieu of but in addition to any other remedy available under law if such action is deemed reasonably necessary by the VCCS to carry out its duty under the WIOA and the laws of the Commonwealth of Virginia.

2. Termination for Cause

If, through any cause, the LWDAGR fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the LWDAGR violates any of the covenants, agreements, or stipulations of this Agreement, the VCCS shall thereupon have the right to terminate this Agreement.

In such event, the VCCS shall give written notice to the LWDAGR and the LWDB, specifying the effective date of termination. Written notice shall be given at least thirty (30) days before the effective date of termination. All finished or unfinished documents, data, studies, surveys, and reports prepared under this Agreement shall, at the option of the VCCS, become its property, and upon the exercise of such option shall be delivered by the LWDAGR to the VCCS. In the event of termination, the LWDAGR remains responsible for compliance with the closeout and post-closeout requirements of OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards- Subpart D-Post Federal Award Requirements Standards for Financial Management. The LWDAGR and/or LWDB shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the LWDAGR shall not be relieved of liability to the Commonwealth of Virginia or the VCCS for damages sustained by the VCCS, which

result from any breach of this Agreement by the LWDAGR or LWDB. The VCCS may withhold payments to the LWDAGR until the exact amount of damages due to the VCCS from the LWDAGR is determined, and thereafter until all amounts due have been paid.

3. Discretionary Termination

The LWDAGR's performance under this Agreement may be terminated in whole or in part by the VCCS whenever the VCCS determines that such termination or suspension is in the best interest of the Commonwealth of Virginia. Termination of work hereunder shall be effected in writing by delivery to the LWDAGR of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Notice of termination shall be given at least thirty (30) days before the effective date of termination and may be served upon the LWDAGR and the surety by mail or any other electronic means. Delivery of the notice of termination shall be to any officer or management/supervisory employee of either the LWDAGR or the surety. If no such officer or employee is known or can be found by reasonable inquiry within three (3) business days, the written notice of termination can be posted at the last known address. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery. In no instances shall termination for convenience be effective less than ten (10) business days after the receipt of a certified notice thereof.

After receipt of the Notice of Termination, the LWDAGR shall cancel outstanding commitments covering procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the LWDAGR shall exercise all reasonable diligence to accomplish the cancellation of any outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice of termination. With respect to such canceled commitments the LWDAGR agrees to:

- A. Ensure all commitments contain a cancellation clause allowing for termination for cause and fund availability;
- B. Settle all outstanding liabilities and all such claims arising out of such cancellation of commitments, or ratify all such settlements; and
- C. Assign to the VCCS in the matter, at the time and to the extent directed by the VCCS, all of the rights, titles and interest of the LWDAGR under the orders and contracts so terminated. The VCCS shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Availability of Funds

This Agreement is made subject to the availability of WIOA funds and the allocation thereof by the VCCS. The VCCS shall exert its best efforts to provide the LWDA with timely notice of changes in funding levels produced at the federal level or required by circumstances affecting state allocations.

2. Accountability for Funds

- A. The LWDAGR agrees to receive, administer, disburse and account for the said funds and such property as may be acquired therewith or otherwise be placed under its control in accordance with the terms of the WIOA, direction of the United States Department of Labor (hereinafter referred to as USDOL), or direction of the VCCS. The LWDA agrees to perform the related duties imposed upon it by the WIOA, by the regulations of the USDOL as the same may presently exist or hereafter be amended or enlarged and by duly authorized waivers approved by the USDOL during the period of this Agreement. In accordance with provisions of the WIOA and attendant federal and state regulations, policy, and guidance, by receipt of said funds, the LWDAGR shall be held accountable and liable to the VCCS and USDOL for activities of the LWDB and its subrecipients. The source of any required repayment resulting from disallowance of cost determinations outlined in Section 8 below shall not be federal and/or state funds.
- B. All obligations and agreements herein of the LWDA shall be binding upon the LWDAGR, whether or not such obligation or agreement is enforceable against the LWDA. Any failure to comply with any such obligation or agreement shall be construed as a default or breach under this Agreement, and in such event the VCCS shall have all the rights and remedies herein described, notwithstanding that the LWDA may not be a party to this Agreement.

3. Interpretation of Legal Obligation

Pursuant to the agreement between the U.S. Secretary of Labor and the Governor of Virginia, the VCCS reserves the right to interpret the requirements of the WIOA and all implementing regulations consistent with the terms thereof that by this Agreement are applicable to the LWDA. Such interpretations shall be specifically identified as "WIOA Policies and Procedures" and are accessible through the Elevate Virginia website at elevatevirginia.org. The parties shall apply and abide by the WIOA and the policy interpretations issued by the VCCS, as well as all such federal

interpretations issued during the term of this Agreement. The VCCS may review these or any subsequent WIOA interpretation at its own discretion or upon the request of any interested party.

4. Performance Accountability Measures

The LWDA level of performance based on the State adjusted levels of performance shall be negotiated and agreed to by the LWDB, the CLEO, and the Governor of Virginia, as described in Section 116(c) of the WIOA.

5. Internal Organization

The VCCS recognizes the right of the LWDA to make provision among and between the CEOs, the LWDB, and LWDAGR, or fiscal agent, for the division of duties and avoidance of conflict of interest in performing tasks requisite for the proper performance of this Agreement, subject to the provisions of the WIOA and attendant federal and state regulations. The LWDAGR agrees that it shall not, by act of commission or omission, do or fail to do any act that would hinder, frustrate, or delay the performance of this Agreement or any act or duty required hereby.

6. Nonassignability

This Agreement shall not be assignable, in whole or part, by the LWDAGR without the prior written consent of the VCCS; provided, however, that contractors providing intensive services for adults or dislocated workers in accordance with Section 134(d)(3)(B)(ii) of the WIOA, providers of training services in accordance with Section 134(d)(4)(G)(ii) of the WIOA, and contractors providing youth activities under Section 123 of the WIOA may be engaged by the LWDB to provide such services or activities to eligible WIOA participants. In the exercise of the discretion afforded by this provision, the LWDA shall ensure that all purchases comply with federal and state procurement laws and requirements as may be applicable. Whenever the word "contractor" appears in the succeeding provisions of this Agreement, it shall mean such contractors as are permitted by the terms of this Paragraph 6. Any such contract shall be conditioned to secure the benefits of the succeeding provisions to the LWDA and the VCCS.

7. Audit

The LWDAGR shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and Office of Management and Budget (hereinafter referred to as OMB) 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart F- Audit Requirements. All funds covered by this Agreement and received by the LWDAGR on behalf of the LWDA shall be included in the scope of the LWDAGR's Single Audit. Accordingly, all funds received must be

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- B. All obligations and agreements herein of the LWDA shall be binding upon the LWDAGR, whether or not such obligation or agreement is enforceable against the LWDA. Any failure to comply with any such obligation or agreement shall be construed as a default or breach under this Agreement, and in such event the VCCS shall have all the rights and remedies herein described, notwithstanding that the LWDA may not be a party to this Agreement.

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The VCCS recognizes the right of the LWDA to make provision among and between the CEOs, the LWDB, and LWDAGR, or fiscal agent, for the division of duties and avoidance of conflict of interest in performing tasks requisite for the proper performance of this Agreement, subject to the provisions of the WIOA and attendant federal and state regulations. The LWDAGR agrees that it shall not, by act of commission or omission, do or fail to do any act that would hinder, frustrate, or delay the performance of this Agreement or any act or duty required hereby.

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This Agreement shall not be assignable, in whole or part, by the LWDAGR without the prior written consent of the VCCS; provided, however, that contractors providing intensive services for adults or dislocated workers in accordance with Section 134(d)(3)(B)(ii) of the WIOA, providers of training services in accordance with Section 134(d)(4)(G)(ii) of the WIOA, and contractors providing youth activities under Section 123 of the WIOA may be engaged by the LWDB to provide such services or activities to eligible WIOA participants. In the exercise of the discretion afforded by this provision, the LWDA shall ensure that all purchases comply with federal and state procurement laws and requirements as may be applicable. Whenever the word "contractor" appears in the succeeding provisions of this Agreement, it shall mean such contractors as are permitted by the terms of this Paragraph 6. Any such contract shall be conditioned to secure the benefits of the succeeding provisions to the LWDA and the VCCS.

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The LWDAGR shall procure an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and Office of Management and Budget (hereinafter referred to as OMB) 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart F- Audit Requirements. All funds covered by this Agreement and received by the LWDAGR on behalf of the LWDA shall be included in the scope of the LWDAGR's Single Audit. Accordingly, all funds received must be

reflected in the LWDAGR's audit report whether or not the LWDAGR has appointed a fiscal agent to manage funds received on behalf of the LWDA. The scope of the audit need not include activities of state-level partner agencies subject to audit by the Virginia Auditor of Public Accounts (hereinafter referred to as Virginia APA). The LWDAGR shall ensure that the audit report is accessible electronically or submitted to the VCCS upon its completion.

The LWDAGR shall, immediately and in writing, notify the VCCS of possible acts of fraud, abuse, or illegal acts discovered during the performance of the audit. The VCCS reserves the right to audit, or to require the audit of any or all of the activities and transactions of the LWDA, as the need is determined. The costs of additional audits shall be borne by the VCCS, provided the LWDAGR has been audited in accordance with Paragraph A, above.

8. Compliance Monitoring

In conformance with Section 184 (a)(4) of the WIOA and OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart D- Post Federal Award Requirements Standards for Financial Management, the VCCS shall undertake onsite monitoring of the LWDA no less than once annually to assess compliance with Federal statutes, regulations, and the terms and conditions of funds received under this Agreement. The VCCS shall issue a report to the LWDAGR and LWDA within thirty (30) days following the monitoring visit that outlines any findings, concerns and any necessary corrective actions.

The LWDAGR and LWDA shall provide the VCCS a written response within 30 days, accompanied by appropriate supporting documentation, which addresses the disposition of all questioned costs and costs recommended for disallowance, related to funds covered by this Agreement. The LWDAGR and LWDA shall provide an explanation of any corrective actions taken or a plan for future corrective action to address findings resulting from the monitoring. Documentation to verify that corrective action has been taken or a timetable for the completion of the corrective action shall be included with the explanation.

The VCCS shall determine the adequacy of the action taken to resolve the findings. The VCCS may request additional action on any finding considered not fully resolved, and the LWDAGR and LWDA shall submit the necessary documentation to fully resolve the finding. A determination will be issued based on an evaluation of the corrective action plan. The determination will:

- i. List any costs which have been determined unallowable; and
- ii. As necessary, establish a liability for any disallowed costs and designate a date by which repayment must be made.

The VCCS reserves the right to undertake monitoring through additional means to ensure compliance with Federal statutes, regulations, and terms and conditions of funds received under this Agreement.

9. Disallowed Cost

The LWDAGR shall give the VCCS timely written notification of the possibility of disallowed costs incurred in its administration of this Agreement or by its one-stop operators or contractors. In appropriate cases, the VCCS shall petition the U.S. Secretary of Labor to:

- i. Forgive those costs, if possible; if not,
- ii. Accept repayment of those costs in other than cash reimbursement.

Neither the VCCS nor the LWDAGR, however, shall construe anything in this provision to limit or preclude the pursuit of remedies, either legal or administrative.

In the event that repayment is required, the LWDA shall use prompt and efficient debt collection procedures to obtain cash repayment of disallowed costs. The LWDAGR shall not forego debt collection procedures without the express written approval of the VCCS. Any required repayment shall not be by or from federal funds and/or state funds.

10. Cost Liability

Neither the Governor of Virginia nor the VCCS assumes liability by virtue of this Agreement for any costs incurred above the amounts provided pursuant to this Agreement or for costs incurred by the LWDA or its one-stop operators or contractors that are determined to be unallowable. Any such costs shall be at the sole risk of the LWDA or its contractors. The foregoing provisions of this Paragraph are not intended to preclude and shall not be deemed to preclude the LWDA or its contractors from asserting any defense that may be asserted hereafter.

11. Notification of Claims

The LWDAGR shall give the VCCS prompt written notice of any claim, action or suit, of which it becomes aware, filed against the LWDA or any of its contractors concerning or affecting the performance of this Agreement or any contract made here under.

12. Record Retention and Right of Access

The LWDAGR, LWDA and its contractors shall retain records pertaining to WIOA activities and expenditures for a period of three years from the date of submission of the final expenditure report by the LWDA to the VCCS in accordance with OMB 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements. The VCCS, the U.S. Secretary of Labor, the Comptroller General of the United States, or any of their representatives, which include the Virginia APA and the Department of the State Internal Auditor, shall have access to work and training sites and to any books, documents; papers, and records (including computer records) of the LWDA and its contractors that are directly pertinent to this Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the LWDA and its contractor's personnel for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required retention period but shall last as long as the records are retained.

13. Modification

No waiver or modification of the terms of this Agreement, including, without limitation, this provision, shall be valid unless in writing and duly executed by the parties to be bound thereby.

14. Sanctions

The VCCS reserves the right to apply any lesser sanction not proscribed by law or seek any lawful remedy available to it as it may deem requisite to obtain proper performance under this Agreement, to carry out the requirements of the WIOA and federal and state regulations made pursuant thereto, and to maintain the integrity of programs funded through this Agreement. Unless an emergency exists, the VCCS shall not act to impose a sanction except upon reasonable notice and after the LWDAGR has opportunity for review in accordance with procedures mandated by the WIOA. A sanction imposed in an emergency shall be subject to subsequent review.

15. Intangible Property

Intangible property acquired under a federal award must comply with 2 CFR Chapter II, Part 200.315 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award- Subpart D- Post Federal Award Requirements and 2 CFR Part 2900.13 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

16. Intellectual Property

The Federal government reserves a paid-up, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: 1) the copyright in all products developed under the grant, including a grant or subcontract under the grant or subgrant and 2) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials)); Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

17. Inventions

The LWDA may retain the entire right, title, and interest to each invention subject to 35 U.S.C. § 203 that was created or developed under this Agreement with funds from this Agreement. With respect to any invention in which the LWDA retains title, the VCCS shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention.

18. Data Ownership

The VCCS and the USDOL shall have unlimited rights to any data first produced or delivered under this Agreement.

19. Public Announcements

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with WIOA funds, the LWDA and all its service providers receiving funds pursuant to this Agreement shall clearly identify:

- A. The percentage of the total costs of the program or project that will be financed with WIOA funds,
- B. The dollar amount of WIOA funds for the project or activity; and,
- C. The percentage and dollar amount of the total cost of the project or activity that will be financed by non-Federal sources.

20. Force Majeure

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, war, government regulation, disaster, civil unrest, fires, explosions, earthquakes, floods, or any other cause beyond its reasonable control.

SECTION IV - ASSURANCES AND CERTIFICATIONS

The LWDAGR shall abide by and shall ensure that all activities conducted pursuant to this Agreement comply with the following applicable federal, state, and local laws, regulations, and directives:

- A. Section 89 of the Internal Revenue Code.
- B. WIOA and attendant regulations. The LWDAGR further certifies that it has no commitments or obligations that are inconsistent with compliance with these and any other pertinent federal regulations and policies, and that any other agency, organization, or party which participates in the implementation of the programs funded pursuant to this Agreement shall have no such commitments or obligations.
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), all requirements imposed by the applicable USDOL regulations (29 CFR Part 32) and all guidelines and interpretations issued pursuant thereto.

- D. Titles VI, VII, and IX of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. The LWDAGR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin unless it is a bona fide occupational qualification reasonably necessary to the normal operation of the LWDA. The LWDAGR agrees to put in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- E. Prohibitions on discrimination under Sec.188 of the WIOA.
- F. Virginia Public Procurement Act, §§ 2.2-4300 *et seq.* of the *Code of Virginia*.
- G. Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.* of the *Code of Virginia*, except as otherwise required by federal or state law, consistent with federal confidentiality requirements and with the Government Data Collection and Dissemination Practices Act, §§ 2.2-3800 *et seq.* of the *Code of Virginia*.
- H. Occupational Safety and Health Standards for General Industry (29 CFR Part 1910) inclusive of the "Virginia Preface to OSHA Standards Book for General Industry".
- I. Relevant procedures, guidelines, and directives created by the Virginia Board of Workforce Development as provided in §§ 2.2-2472 *et seq.* of the *Code of Virginia*.
- J. Virginia Child Labor Laws, §§ 40.1-78 *et seq.* of the *Code of Virginia*.
- K. Virginia Workers' Compensation Act, §§ 65.2 *et seq.* of the *Code of Virginia*.
- L. The provisions of the following Acts, applicable regulations made pursuant to said Acts, and other listed directives are hereby incorporated by reference. All changes to said Acts, regulations, and directives are automatically incorporated into this Agreement.
 - i. Title I of the WIOA (P.L. 113-128);
 - ii. WIOA 20 CFR Parts 601, 651, 652 *et al.* Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking; Proposed Rules including subsequent revisions or amendments;
 - iii. Duly authorized waivers approved by the USDOL;

- iv. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-332);
- v. OMB 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule dated December 26, 2013;;
- vi. OMB 2 CFR Part 2900 USDOL Exceptions to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards dated December 19, 2014;
- vii. USDOL administrative regulations, at 41 CFR Part 29-70 (property management-private), 29 CFR Part 93-94 (lobbying restrictions and drug-free workplace), and 29 C.F. R. Part 96-98 (audits, uniform administrative requirements and debarment and suspension);
- viii. Nothing in the WIOA (including the amendments made by this Act) shall be construed to supersede the privacy protections afforded parents and students under section 444 of the General Education Provisions Act (20 U.S.C. 1232g);
- ix. Executive Order 13333- Human Trafficking (22 U.S.C. §7104 (g)) requires termination without penalty, if a subgrantee, contractor, or subcontractor engages in human trafficking;
- x. Executive Order 13513- Prohibition Against Text Messaging While Driving by Government Contractors, Subcontractors and Recipients Subrecipients;
- xi. Buy American Notice Requirements
None of the funds made available under Title I of the WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with (41 U.S.C. 8301-8303);
- xii. Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101);
- xiii. Equal Employment Opportunity Directives;
- xiv. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired for project purposes of Federal or federally

assisted programs, regardless of Federal participation in purchases;

- xv. Title IX of the Education Amendments of 1972 (P.L. 92-318), as amended, which prohibits discrimination on the basis of sex;
- xvi. The Age Discrimination Act of 1975, as amended;
- xvii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- xviii. The Americans with Disabilities Act of 1990 (P.L. 101-336).

The LWDAGR also understands and agrees to immediately desist from and correct any violations noted.

2. Governing Law, Jurisdiction, and Venue

Commonwealth of Virginia Law shall govern, except where federal law is applicable. Jurisdiction shall be in the courts of the Commonwealth of Virginia, and venue shall be the Circuit Court of the City of Richmond.

3. Certifications

- A. The following certifications are incorporated by reference and are a part of this Agreement:
 - i. Certification Regarding Lobbying (29 CFR § 93);
 - ii. Drug-free Workplace Requirements Certification (29 CFR § 98); and;
 - iii. Nondiscrimination and Equal Opportunity Assurance (29 CFR § 37);
 - iv. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (29 CFR § 98);
- B. The LWDAGR and LWDA shall incorporate these certifications into any contracts developed to implement programs pursuant to this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

Virginia Community College System

By: _____ Date: _____

Title: Dr. Glenn DuBois, Chancellor

City of Roanoke, Virginia (LWDAGR)

By: _____ Date: _____

Title: _____

OK

7.4.5,

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager to execute the Workforce Innovation and Opportunity Act (WIOA) Title 1 Grant Award Agreement, by and between the Virginia Community College System and the City of Roanoke, and authorizing execution of any required documentation on behalf of the City.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City Manager is hereby authorized to execute the Workforce Innovation and Opportunity Act (WIOA) Title 1 Grant Award Agreement, by and between the Virginia Community College System and the City of Roanoke, which governs the role and responsibility of the City as the grant recipient of WIOA funding to Area III localities, and provides the framework for the acceptance and disposition of funds during the Agreement term, beginning July 1, 2015, and ending on June 30, 2016, as more fully described in the City Council Agenda Report dated June 15, 2015.

2. Further, the City Manager is hereby authorized to execute and file, on behalf of the City, any documents in a form approved by the City Attorney.

ATTEST:

City Clerk.



7.a.6.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Amendment #2 to Contract for the Rehabilitation of Sport Courts

Background:

A Contract dated April 21, 2015, was issued to Tennis Courts, Inc. for the rehabilitation of sport courts at four parks, in the amount of \$115,016 (Melrose, Perry, Sunrise, and Golden Parks). The Contract was subsequently increased by \$6,727 in Amendment #1 for additional work.

An Amendment No. 2 to Contract No. 9VRKH7 is necessary to add the rehabilitation of the sport courts at Huff Lane Park, in the amount of \$61,273, thereby increasing the amount of the Contract to \$183,016. This proposed work is part of the ongoing implementation of the Parks and Recreation Master Plan for improvements to existing facilities across the City.

Considerations:

City Council approval is needed to approve Amendment #2 to the current Contract. Funding in the amount of \$61,273, for this amendment is available in the following accounts in the specified amounts: \$24,000 from account 08-620-9623; and \$37,273 from account 08-620-9577.

Recommended Action:

Authorize the City Manager to issue and execute Amendment #2, approved as to form by the City Attorney, to the City's Contract with Tennis Courts, Inc., in the amount of \$61,273, for additional services as set forth above.

Authorize the City Manager to take such action and execute such documents, approved as to form by the City Attorney, as may be necessary to provide for the implementation, administration, and enforcement of such Amendment to the above mentioned Contract.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager for Community Development
Steven C. Buschor, Director Parks and Recreation
Simone Knowles, Manager, Purchasing

AMENDMENT NO. 2

This is Amendment No. 2 to Contract No. 9VRKH7 dated April 21, 2015 between the City of Roanoke, Virginia, (City) and Tennis Courts, Incorporated (Contractor). The date of this Amendment is June 3, 2015.

This Amendment amends the above Contract as follows:

1. **Section 2. Contract Amount:** The total not to exceed amount is hereby changed from \$121,743.00 to \$183,016.00.

Original amount of Contract (Not to Exceed)	\$115,016.00
Amendment No. 1 - April 24, 2015	6,727.00
Net amount of this Amendment	<u>61,273.00</u>
Contract amount after this Amendment	\$183,016.00
Consecutive calendar day time extension required	None

2. **Revised Exhibit 4, Attachment A, Bid Form/Park Listings:** **replace with:** References in the Contract to Exhibit 4, Attachment A, Bid Form/Park Listings are hereby modified by deleting Exhibit 4, Attachment A, Bid Form/Park Listings, and replacing such document and references to such document with a newly modified "Revised Exhibit 4, Attachment A, Bid Form/Park Listings, a copy of which is attached to this Amendment. References in the Contract to Exhibit 4, Attachment A, Bid Form/Park Listings are hereby deemed to refer to Revised Exhibit 4, Attachment A, Bid Form/Park Listings, effective as of June 16, 2015.

Except as amended and/or modified above, all the terms and provisions of the above Contract, and any prior amendments thereto, shall continue in full force and effect.

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REVISED EXHIBIT 4

ATTACHMENT A

To

ITB# 15-08-01
REHABILITATION OF SPORT COURTS

BID FORM/PARK LISTINGS

Park	Type of Existing Courts	Updated Court Layout	Unit Price Per Court	Extended Price
Perry Park	1 Basketball Court	1 Basketball Court	\$10,789.00	\$10,789.00
Sunrise Park	1 Basketball Court	1 Basketball Court	\$14,729.00	\$14,729.00
Golden Park	2 Tennis Courts	1 Basketball Court	\$28,225.00	\$28,225.00
Melrose Park	3 Basketball Courts	3 Basketball Courts	\$68,000.00	\$68,000.00
Huff Lane Park	3 Tennis Courts	1 Basketball, 1 Tennis, 1 Roller Hockey	\$61,273.00	\$61,273.00
			Total Bid Price	\$183,016.00

Some of the courts shall continue to function in their existing athletic capacity while others shall be modified to facilitate other activities. The following table illustrates what sports the courts currently have now, and the repurposing design plan per the project.

The City reserves the right to add, delete, or adjust quantities as deemed necessary by the City.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code Sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder ____ does have _____ does not have a Virginia Contractor's License. (Check appropriate block) If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number _____.

If Bidder has another type of Virginia License, please list the type and number:
Type of license_____ and number:_____.

Bidder is a ___ resident or ____ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq.

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid the Identification Number issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the required information:

A._____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

B._____ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.

C._____ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____
_____.

Please attach additional sheets of paper if you need more space to explain why such bidder is not required to be authorized to transact business in Virginia.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this invitation for Bid and to execute a Contract for such services and/or items.

Tennis Courts, Incorporated
Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

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IN WITNESS WHEREOF, the parties agree to the above Amendment No. 2 and hereby sign such Amendment No. 2 by their authorized representatives

Attest/Witness:

TENNIS COURTS, INCORPORATED

By _____
Herbert B. Osburn, President/Date

Printed Name and Title and Date

Attest/Witness:

CITY OF ROANOKE, VIRGINIA

By _____
Christopher P. Morrill, City Manager/Date

Typed or Printed Name and Title and Title

Appropriation and Funds Required
for this Contract Certified

Director/Deputy Director of Finance

Date: _____

Account #: 08-620-9578-9065

Approved as to form:

City Attorney/Assistant City Attorney

Approved as to execution:

City Attorney/Assistant City Attorney

ST
6/14/15

T.A.B.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

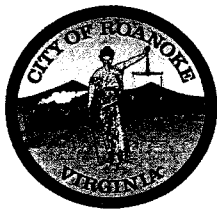
AN ORDINANCE authorizing the City Manager to execute Amendment No. 2 to an Agreement dated April 21, 2015, between the City and Tennis Courts, Inc., in an amount not to exceed \$61,273, to rehabilitate the sports courts at Huff Lane Park, upon certain terms and conditions; authorizing the City Manager to take such further actions and execute all documents as may be necessary to implement and administer such Amendment No. 2; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City, in form approved by the City Attorney, Amendment No. 2 to an Agreement dated April 21, 2015, between the City and Tennis Courts, Inc., to rehabilitate the sports courts at Huff Lane Park, such Amendment No. 2 to be upon such terms and conditions as are more particularly described in the City Council Agenda Report dated June 15, 2015.
2. The City Manager is hereby authorized to take such further actions and execute all documents as may be necessary to implement and administer such Amendment No. 2 consistent with the terms of this ordinance, with any such documents being approved as to form by the City Attorney.
3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



1.a.7.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Agreement Requiring City to Indemnify and Hold Harmless Carilion Property Management, Inc.

Background:

The City of Roanoke is hosting the annual fireworks show at River's Edge Sports Complex on July 4, 2015. Shuttle service to the event site will be provided from the Church Avenue Parking Garage and Virginia Western Community College. Carilion Property Management, Inc. (Carilion) has agreed to allow the City to use the parking spaces along the fence on Evans Mill Road, behind 213 McClanahan Street, S.W., as a shuttle drop-off point. Carilion has also agreed to allow their Crystal Spring Garage and the Riverwalk Garage as designated emergency shelters in the event of a sudden severe storm or other weather event. Carilion will restrict access to the Riverside Garage and Riverside Campus during the event.

Considerations:

The Agreement authorizing the use of the facilities referenced above contains a provision requiring the City to indemnify and hold Carilion Property Management, Inc. harmless from any and all liabilities arising out of the use of Carilion facilities. An indemnification and hold harmless provision constitutes a waiver of sovereign immunity, and any contract containing such a provision must be authorized by City Council.

Recommended Action:

Approve the attached resolution waiving sovereign immunity and authorizing the City Manager to execute an Agreement with Carilion Property Management Inc., substantially in form as the Agreement attached to this letter. Such Agreement shall be approved as to form by the City Attorney.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers

CARILION PROPERTY MANAGEMENT

HOLD HARMLESS AGREEMENT

Carilion Property Management agrees to allow the **City of Roanoke** to block off the parking spaces along the fence on Evans Mill Road behind 213 McClanahan in Roanoke for bus pick ups and drop offs of attendees to the 4th of July Festival on **Saturday, July 4, 2015** between the hours of 3p.m. and 11p.m.

Carilion Property Management also agrees to block off the Riverside Garage located at 6 Riverside Circle and the Riverside Campus for normal access during the event.

According the established emergency plans for the event, the Crystal Spring Garage located at 2001 Crystal Spring Avenue and the River Walk Garage located on the campus of Carilion Roanoke Memorial Hospital are identified as designated emergency shelters in the event of a sudden severe storm or other weather event. These facilities will only be used in an emergency sheltering event.

This agreement may be rescinded or amended at any time by Carilion Property Management.

The **City of Roanoke** agrees to indemnify and hold harmless **Carilion Clinic** and all its affiliated companies, including Carilion Property Management, to the extent permitted by law from any and all liabilities arising out of the use of the said parking spaces on Evans Mill Road and potential use of the identified garages and the Riverside Campus. They also agree to leave the premises in the same manner, as before occupancy and if need arises to have the premises cleaned due to their use, they will be responsible for this cost.

Carilion representative: _____

Title: _____

Date: _____

City of Roanoke: _____

Title: _____

Date: _____

S.T.
6/14/15

T.a.t.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing execution of an Agreement with Carilion Property Management in connection with the use of the Crystal Spring Garage, the Riverwalk Garage and parking spaces on Evans Mill Road during the 2015 annual fireworks show.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City, upon form approved by the City Attorney, an Agreement for the use of the Crystal Spring Garage, the Riverwalk Garage and parking spaces on Evans Mill Road from 3:00 p.m. until 11:00 p.m. on Saturday, July 4, 2015, in connection with the 2015 annual fireworks show, such Agreement including a hold harmless and indemnification clause requiring the City of Roanoke to indemnify and hold harmless Carilion Property Management under certain circumstances, all of which is set out in the City Council Agenda Report dated June 15, 2015.

ATTEST:

City Clerk.



1.a.8.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Appropriation of the Second Installment for the Roanoke Cultural Endowment

Background:

On May 12, 2014, City Council approved funding of up to \$250,000 for the Roanoke Cultural Endowment (Endowment) as the City's commitment to support local artists and increase cultural awareness. The first installment of \$125,000 was approved and appropriated to a project account in conjunction with the fiscal year 2015 Capital Improvement Plan. The remaining \$125,000 was reserved in Capital Project Contingency. The terms of the commitment required the Endowment to obtain and retain tax-exempt organizational status and to raise funds in an amount at least equal to the City's commitment of \$125,000, from sources other than the City of Roanoke.

Considerations:

Funding of the remaining \$125,000 is available for appropriation from the City's Capital Project Contingency account.

Recommended Action:

Adopt the accompanying resolution specifying the terms of the City's commitment and adopt the accompanying budget ordinance to appropriate \$125,000 in funding from the Capital Project Contingency account to the Arts Endowment project account.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers

H. Callaghan

T.O.B.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION endorsing an additional donation to Roanoke Cultural Endowment; establishing the conditions under which such additional donation will be made; and reaffirming the support of the City of Roanoke of Roanoke Cultural Endowment and the City of Roanoke's recognition of the importance of arts and cultural organizations to the fabric of the economy of the City of Roanoke.

WHEREAS, City Council adopted Resolution No. 39867-021814, dated February 18, 2014, endorsing the creation of a private arts foundation that would develop and implement a strategy for generating funds for arts and cultural organizations within the City of Roanoke and the Roanoke Valley;

WHEREAS, individuals within the City of Roanoke and the Roanoke Valley have formed Roanoke Cultural Endowment, a Virginia non-stock corporation, qualified as a tax exempt organization under section 501(c)(3) of the Internal Revenue Code;

WHEREAS, pursuant to its organizational documents, Roanoke Cultural Endowment is qualified to accept charitable donations from individuals, businesses and, pursuant to Article IV, §16 of the Constitution of Virginia, and Section 15.2-953 of the Code of Virginia (1950), as amended, accept appropriations from the City of Roanoke;

WHEREAS, the City has appropriated the sum of \$125,000 to Roanoke Cultural Endowment during fiscal year 2015;

WHEREAS, Roanoke Cultural Endowment requests that the City appropriate an additional sum of \$125,000 in fiscal year 2015, subject to conditions established by City Council; and

WHEREAS, City Council is willing to appropriate an additional \$125,000 to Roanoke Cultural Endowment upon satisfaction of certain conditions regarding fundraising from the private sector.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that:

1. City Council endorses funding an additional \$125,000 donation to Roanoke Cultural Endowment during fiscal year 2015. Such additional funding shall be distributed to Roanoke Cultural Endowment upon presentation of written certification that

- A. Roanoke Cultural Endowment has raised, in cash, the sum of at least \$125,000 from sources other than the funds provided to Roanoke Cultural Endowment by the City of Roanoke; and
- B. Roanoke Cultural Endowment is a Virginia non-stock corporation, in good standing, and remains qualified as a tax exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code.

This certification shall be in writing, signed and acknowledged by a duly qualified officer of Roanoke Cultural Endowment, under penalty of perjury. The certification shall include specific information regarding the amounts and sources of funds raised by Roanoke Cultural Endowment. The certification may disclose the sources of funds raised in categories, rather than identifying particular donors.

2. Upon presentation of the certification in a form satisfactory to the City Manager and the City Attorney, the Director of Finance is authorized to distribute such additional donation as may have been appropriated by City Council.

3. City Council reaffirms its support for the Roanoke Cultural Endowment and the City's recognition of the importance of arts and cultural organizations in Roanoke to the citizens of Roanoke, the economy, fabric, and quality of life in the City of Roanoke and the Roanoke Valley.

ATTEST

City Clerk



T.a.B.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Capital Improvement Reserve to the Arts Endowment project, amending and reordaining certain sections of the 2014-2015 Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2014-2015 Capital Projects Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations			
Appropriated from General Revenue	08-610-9647-9003	\$	125,000
Appropriated from General Revenue	08-530-9575-9220	(125,000)

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



T.a.g.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: FY 2015 Revenue and Expenditure Adjustments

Background:

Local tax revenues are projected to exceed budget in the amount of \$3,462,000. The following revenue adjustments should be made as a result of the projection:

• Public Service Corp – Real Estate Tax	\$ 494,000
• Sales Tax	1,223,000
• Business License Tax	431,000
• Transient Occupancy Tax	262,000
• Personal Property Tax (Current)	500,000
• Personal Property Tax (Delinquent)	340,000
• Interest on Real Estate Taxes	<u>212,000</u>
Total	\$3,462,000

The school funding formula designates that 40% of adjusted local tax revenue be provided in support of Roanoke City Public Schools (RCPS). An updated computation of the local share of tax revenue for RCPS as of June 1, 2015 results in additional funding in the amount of \$1,384,800. The resulting total funding allocated to RCPS by the City of Roanoke will be \$75,922,400.

The Convention and Visitors Bureau (CVB) receives an allocation of 3/8 of the Transient Occupancy Tax to support marketing efforts. An additional allocation of \$98,250 will be appropriated to the CVB based on the revenue projection.

Comprehensive Services Act expenditures are expected to exceed the current allocation of \$9.8 million by \$607,000. Additional revenue of \$425,000 will be received from the state. A local share of \$182,000 is required.

Off-Duty Earnings are expected to exceed the current budget of \$171,247 by approximately \$75,000. The expense for these services is reimbursed to the City by agencies requesting the services of the Police Department and the Sheriff's Office.

Fleet Management expenditures for the repair of City vehicles and equipment are expected to exceed the current budget by \$260,000. A budget adjustment in the Fleet Management fund is necessary to provide sufficient funding for these repairs.

Residual funding from the local tax adjustment in the amount of \$1,796,950 will be appropriated to Budget Contingency.

Considerations:

City Council action is needed to revise FY 2014-2015 estimates for certain revenues and to increase appropriations.

Recommended Action:

Adopt the accompanying budget ordinance to:

- Increase the revenue estimates for the following:
 - Public Service Corp – Real Estate Tax - \$494,000
 - Sales Tax - \$1,223,000
 - Business License Tax - \$431,000
 - Transient Occupancy Tax - \$262,000
 - Personal Property (current) - \$500,000
 - Personal Property (delinquent) - \$340,000
 - Interest on Real Estate Taxes - \$212,000
 - Comprehensive Services Act - \$425,000
 - Off-Duty Earnings (Police) - \$52,200
 - Off-Duty Earnings (Jail) - \$22,800
 - Fleet Management – Parts - \$260,000
- Appropriate funding to the following:
 - Transfer to Schools - \$1,384,800
 - Convention and Visitors Bureau - \$98,250
 - Off-Duty Billings (Police) - \$52,200
 - Off-Duty Billings (Jail) - \$22,800
 - Comprehensive Services Act - \$607,000
 - Budget Contingency - \$1,796,950
 - Fleet Management – Sublet Vendor - \$115,000
 - Fleet Management – Supplies (Inventory) - \$145,000



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to increase the Roanoke City Public Schools transfer, Convention and Visitors Bureau allocation, Public Safety Off-Duty Earnings (Police and Sheriff), the Comprehensive Services Act, Budget Contingency and Fleet Sublet Vendor and Supplies expenditures, and to increase revenue budget estimates for Public Service Corp – Real Estate, Sales, Business License, Transient Occupancy, Personal Property (Current and Delinquent) Taxes, Interest on Real Estate Taxes, the Comprehensive Services Act, Off-Duty Billings (Police and Sheriff) and Fleet Parts revenue, amending and reordaining certain sections of the 2014-2015 General Fund and Fleet Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2014-2015 General Fund and Fleet Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Off-Duty Earnings (Sheriff)	01-140-2140-1015	\$	22,800
Transfer to Schools	01-250-9310-9530		1,384,800
Convention and Visitors Bureau	01-300-7220-3702		98,250
Budget Contingency	01-300-9410-2199		1,796,950
CSA - Res Parental & Noncustodial	01-630-5410-4602		265,000
CSA - Res Educational Services	01-630-5410-4603		300,000
CSA - TFC IVE Children	01-630-5410-4605		42,000
Off-Duty Earnings (Police)	01-640-3111-1015		52,200
Fleet Management – Sublet Vendor	17-440-2641-3009		115,000
Fleet Management – Supplies (Inventory)	17-440-2641-3016		145,000

Revenues

Personal Property (Current)	01-110-1234-0130	500,000
Personal Property (Delinquent)	01-110-1234-0134	340,000
Public Service Corp - RE	01-110-1234-0140	494,000
Interest on Real Estate Taxes	01-110-1234-0149	212,000
Sales Tax	01-110-1234-0201	1,223,000

Current Business License	01-110-1234-0220	\$	431,000
Transient Occupancy Tax	01-110-1234-0225		262,000
Comprehensive Services Act	01-110-1234-0691		425,000
Off-Duty Billings (Police)	01-110-1234-1298		52,200
Off-Duty Billings (Sheriff)	01-110-1234-1313		22,800
Fleet Parts Billing – General Fund	17-110-1234-1869		260,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



Daniel J. Callaghan
City Attorney

CITY OF ROANOKE
OFFICE OF THE CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE 540-853-2431
FAX 540-853-1221
EMAIL: cityatty@roanokeva.gov

Timothy R. Spencer
Steven J. Talevi
David L. Collins
Heather P. Ferguson
Laura M. Carini
Assistant City Attorneys

7.b.1.

June 15, 2015

The Honorable David Bowers, Mayor
and Members of City Council
Roanoke, Virginia

Re: Report on Implementation of Charter Changes affecting the Director of Finance

Dear Mayor Bowers and Members of Council:

The General Assembly enacted Chapter 347 that made certain changes to the City's Charter. Among these changes were the appointment of the Director of Finance and the responsibilities of the Director of Finance. Beginning July 1, 2015, the Director of Finance will become an appointee of the City Manager, rather than a Council appointed officer. The Charter, as amended, designates certain responsibilities of the Director of Finance. The Charter, as amended, also reserved to City Council the right to designate such other duties to the Director of Finance.

My colleague, Laura Carini, and I, together with the City Manager and the Director of Finance, have reviewed the current City Code to determine what provisions of City Code need to be amended as a result of the Charter changes affecting the position of the Director of Finance. We have prepared a measure to amend certain sections of City Code that either describe the appointment process for the Director of Finance or the description of this position as a Council appointed position. In addition, we noted that Council may want to consider amendments to other sections of City Code.

To this end, we have prepared two measures for your consideration. The first measure is an ordinance that amends three sections of City Code. These amendments implement the changes in the Charter related to the appointment of the Director of Finance. The second measure will create a task force to review City Code and make recommendations to Council regarding other amendments. This task force will have four members; a Member of Council (Council Member Ferris), the City Manager (or his designee), the Director of Finance (or her designee), and the City Attorney (or his designee). This task force will report to Council by November 1, 2015.

I request that Council adopt the proposed ordinance to make certain amendments to City Code relative to the position of the Director of Finance and adopt the proposed resolution to create the task force.

Sincerely,

A handwritten signature in black ink, reading "Daniel J. Callaghan". The signature is fluid and cursive, with the first name "Daniel" and last name "Callaghan" clearly legible.

Daniel J. Callaghan
City Attorney

DJC/lsc

c: Christopher P. Morrill, City Manager
R. Brian Townsend, Assistant City Manager
for Community Development
Sherman Stovall, Assistant City Manager
for Operations
Barbara Dameron, Director of Finance
Troy D. Harmon, City Auditor
Stephanie Moon Reynolds, City Clerk

yc

7.6.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 2-233, Election; term of office, and Section 2-235, General duties, of Article XI, Director of Finance, of Chapter 2, Administration, and Section 22.3-2, Definitions, of Article I, General, of Chapter 22.3, Pensions and Retirement, of the Code of the City of Roanoke (1979), as amended; providing for an effective date; and dispensing with the second reading of this Ordinance by title.

WHEREAS, pursuant to Chapter 347, Laws of Virginia (2015), effective July 1, 2015, the City Manager is designated as the person to appoint the Director of Finance under the Charter of the City of Roanoke; and

WHEREAS, certain provisions of the Code of the City of Roanoke (1979) as amended, require amendment to conform to the changes enacted pursuant to Chapter 347.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. Section 2-233, Election; term of office, Article XI, Director of Finance, Chapter 2, Administration, of the Code of the City of Roanoke, Virginia (1979), as amended, is amended and reordained to read and provide as follows:

Sec. 2-233. Election; term of office.

As provided in sections 8, ~~and 9~~, and 21 of the Charter, the ~~council~~ city manager shall ~~elect~~appoint a director of finance for a term of two (2) years from the first day of October in the year of such election.

2. Section 2-235, General duties, Article XI, Director of Finance, Chapter 2, Administration, of the Code of the City of Roanoke, Virginia (1979), as amended, is amended and reordained to read and provide as follows:

Sec. 2-235. General duties.

The duties of the director of finance shall be as defined and set out in sections 25.1 and 56 of the Charter and such other duties as may be provided by the council.

3. Section 22.3-2, Definitions, Article 1, General, Chapter 22.3, Pensions and Retirement, of the Code of the City of Roanoke, Virginia (1979), as amended, is amended and reordained to read and provide as follows:

Sec. 22.3-2, Definitions.

* * *

Eligible employee shall mean:

* * *

(c) The city manager, city attorney, ~~director of finance~~, municipal auditor, and the city clerk (the "council appointed officers");

* * *

4. This Ordinance shall become effective on and after July 1, 2015.

5. Pursuant to Section 12, Roanoke City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

LC

7.6.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION appointing a task force to review the City Code for the purpose of making changes to the City Code that are required or are advisable as a result of the amendments to various sections of the existing Roanoke Charter of 1952 regarding the Director of Finance, and make a recommendation to City Council as to the changes to City Code, if any, that may be deemed advisable.

WHEREAS, effective July 1, 2015, and pursuant to Chapter 347, Laws of Virginia (2015), the General Assembly approved amendments to various sections of the existing Roanoke Charter of 1952, including amendments related to the appointment of the director of finance;

WHEREAS, the amendments affective the appointment of the director of finance removed the appointment of the director of finance as an officer appointed by City Council, allowed the city manager to appoint a director of finance, designate certain duties of the director of finance, reserved to City Council the authority to designate additional duties of the director of finance by adoption of ordinances, and established the date on which the term of office of the director of finance as a Council appointed officer ends and the date on which the City Manager is first authorized to make the appointment of a director of finance;

WHEREAS, City Council has adopted an ordinance as of June 1, 2015, making certain amendments to the Code of the City of Roanoke (1979) as amended that are necessitated by the enactment of Chapter 347, Laws of Virginia (2015); and

WHEREAS, City Council desires to have members of City staff and members of City Council to review the Code of the City of Roanoke (1979) as amended, and make such recommendations to City Council as they may deem advisable regarding the amendments to various sections of the existing Roanoke Charter of 1952 regarding the Director of Finance.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that:

1. A task force of four (4) individuals nominated by the City departments identified below is established to review the City Code for the purpose of making changes to the City Code that are required or are advisable as a result of the charter changes and to make such to City Council as the changes to City Code, if any, as this task force deems advisable. The members of this task force shall be:

- (a) The City Manager or his designee;
- (b) The Director of Finance or her designee;
- (c) The City Attorney or his designee; and
- (d) One (1) member of City Council - Raphael E. Ferris.

2. This task force is requested to provide its recommendations to Council, in writing, by November 1, 2015, and present its recommendations to Council during the Council regular session on November 16, 2015.

ATTEST:

City Clerk.



**ROANOKE CITY
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City.

June 15, 2015

The Honorable David Bowers, Mayor
and Members of Roanoke City Council
Roanoke, VA 24011

Dear Members of Council:

As a result of official School Board action on Tuesday, June 9, 2015,
the Board respectfully requests that City Council approve the
following appropriation request:

New Appropriation

Award

STEM Teacher Recruitment and Retention Award	\$20,000.00
--	-------------

On behalf of the School Board, thank you for your consideration.

Sincerely,

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Todd A. Putney

Rita D. Bishop
Kathleen Jackson
Acquenatta Harris (w/details)

School Board

Todd A. Putney
Chairman

Suzanne P. Moore
Vice Chairman

William B. Hopkins, Jr.
Mae G. Huff
Annette Lewis
Lori E. Vaught
Richard Willis

Dr. Rita D. Bishop
Superintendent

Cindy H. Poulton
Clerk of the Board



8.a.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: School Board Appropriation Request

Background:

As the result of official School Board action at its June 9, 2015 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The STEM Teacher Recruitment and Retention Awards 2014-15 grant of \$20,000 provided by the Virginia Department of Education is for classroom teachers in the Virginia public schools. This award is for teachers who were reassigned from a fully accredited school to a hard-to-staff school or a school that is not fully accredited, or teachers who are new to the profession, or with up to three years' experience. This program will be fully reimbursed by state funds and ends July 30, 2015.

Recommended Action:

We recommend that Council concur with this report of the School Board and adopt the attached budget ordinance to establish revenue estimates and to appropriate funding as outlined.

Barbara A. Dameron
Director of Finance

Distribution: Council Appointed Officers
Rita D. Bishop, Superintendent, RCPS
P. Steve Barnett, Assistant Superintendent for Operations, RCPS
Kathleen M. Jackson, Acting Executive Director of Fiscal Services, RCPS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth for various educational programs, amending and reordaining certain sections of the 2014-2015 School Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2014-2015 School Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Bonuses	302-110 -0000-0390 -327J -61100 -41660 -3-01	\$ 13,934
Bonuses	302-110 -0000-1170 -327J -61100 -41660 -3-01	4,645
Social Security	302-110 -0000-0390 -327J -61100 -42201 -3-01	1,061
Social Security	302-110 -0000-1170 -327J -61100 -42201 -3-01	360
Revenues		
State Grant Receipts	302 -110 -0000 -0000 -327J -00000-32400 -0 00	\$ 20,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

8.b.



**ROANOKE CITY
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City.

June 15, 2015

The Honorable David Bowers, Mayor
and Members of Roanoke City Council
Roanoke, VA 24011

Dear Members of Council:

The Board was informed in early June of action needed to correct a previous adjustment and account for remaining expenditures and year-end adjustments in the Schools' 2014-15 Budget.

Adjustment: The Municipal Auditor's office found that action taken by the School Board and City Council in December 2014 to enable uninterrupted work at Round Hill Elementary School through a \$5.5 million increase to the general fund budget served to duplicate the effect of the advance appropriation of FY2016 bond funds also undertaken by City Council for this purpose. The correcting action needed is a decrease to the General Fund Expenditure budget of \$5,500,000.

Additional Expenditure Budget Changes:

1) General Fund -- \$2,000,000.

2) Food Services Fund--\$500,000.

3) Athletics Fund--\$300,000. With the additional distance that some athletic teams had to travel for regular competition and the impressive advancement of several teams deep into conference playoffs, the Division experienced higher than budgeted costs in the Athletic Fund.

Actual expenditures as of May 26, 2015, in the General Fund and Food Services Fund are well within budget; however, encumbrance levels and those expenses known to be outstanding give rise to concern that the Schools could end the year beyond its approved expenditure budget. The Auditor of Public Accounts directs external auditors to "compare adjusted appropriations and expenditures in each fund and determine whether disbursements were made in excess of appropriations."

School Board

Todd A. Putney
Chairman

Suzanne P. Moore
Vice Chairman

William B. Hopkins, Jr.
Mae G. Huff
Annette Lewis
Lori E. Vaught
Richard Willis

Dr. Rita D. Bishop
Superintendent

Cindy H. Poulton
Clerk of the Board

As a result of official School Board action on Tuesday, June 9, 2015, the Board respectfully requests that City Council approve the amendments to the Schools' 2014-15 Budget as presented.

2014-15 Expenditure Budget

	Current Budget	Adjustment 1	Adjustment 2	Amended 2014-15 Budget (proposed)
General Fund				
Instruction	111,079,339		1,500,000	112,579,339
Admin, Attendance & Health	13,809,400			13,809,400
Transportation	10,387,942			10,387,942
Operations	20,594,119	(\$5,500,000)	500,000	15,594,119
Debt Service	15,034,414			15,034,414
General Fund	\$170,905,214	(\$5,500,000)	\$2,000,000	\$167,405,214
Food Services Fund	\$7,137,836	\$0	\$500,000	\$7,637,836
Athletics Fund	\$1,700,000	\$0	\$300,000	\$2,000,000
Total	\$179,743,050	(\$5,500,000)	\$2,800,000	\$177,043,050

On behalf of the School Board, thank you for your consideration.

Sincerely,



Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Todd A. Putney

Rita D. Bishop
Kathleen Jackson
Acquenatta Harris



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Amendment to the Roanoke City Public Schools (RCPS) FY2014-2015 Categorical Budget

Background:

On June 9, 2015, prior to the fiscal year end, the School Board approved an amendment to the RCPS FY 2014-2015 Categorical Budget for the General Fund, the Food Service Fund and the Athletics Fund. The amendments are as follows:

	ADOPTED CATEGORICAL BUDGET	AMENDED CATEGORICAL BUDGET	DIFFERENCE ADOPT / AMENDED
GENERAL FUND			
REVENUE CATEGORY			
STATE REVENUES	\$ 78,081,235	\$ 78,081,235	-
CITY REVENUES	74,579,200	74,579,200	-
OTHER REVENUES	<u>5,500,000</u>	<u>5,500,000</u>	-
TOTAL REVENUES	\$ 158,160,435	\$ 158,160,435	-
EXPENDITURE CATEGORY			
INSTRUCTION	\$ 111,079,339	\$ 112,579,339	\$ 1,500,000
ADMINISTRATION/ATTENDANCE AND HEALTH	13,809,400	13,809,400	-
TRANSPORTATION	10,387,942	10,387,942	-
INTERFUND TRANSFER TO ATHLETICS	1,600,000	1,900,000	300,000
OPERATIONS AND FACILITIES	20,594,119	15,594,119	(5,000,000)
DEBT SERVICE	<u>15,034,414</u>	<u>15,034,414</u>	-
TOTAL EXPENDITURES	\$ 172,505,214	\$ 169,305,214	\$ (3,200,000)
FUND BALANCE	\$ (14,344,779)	\$ (11,144,779)	\$ 3,200,000

	ADOPTED CATEGORICAL BUDGET	AMENDED CATEGORICAL BUDGET	DIFFERENCE ADOPT / AMENDED
ATHLETICS FUND			
REVENUES	\$ 100,000	\$ 100,000	-
INTERFUND TRANSFER FROM GENERAL FUND	\$ 1,600,000	\$ 1,900,000	\$ 300,000
EXPENDITURES	\$ 1,700,000	\$ 2,000,000	\$ 300,000
FOOD SERVICE FUND			
REVENUES	\$ 6,859,658	\$ 7,137,836	-
EXPENDITURES	\$ 7,137,836	\$ 7,637,836	\$ 500,000
FUND BALANCE	\$ (278,178)	\$ (778,178)	\$ (500,000)

Considerations

Budget action is requested to correct a previous adjustment and to account for the uncertainty of remaining expenditures and year-end adjustments. The decrease in the General Fund expenditure budget is related to the action that was taken in December 2014 by the Roanoke City School Board and Roanoke City Council to enable uninterrupted work at Round Hill. The amount was an increase to the RCPS general fund budget, which served to duplicate the effect of the advance appropriation of FY2016 bond funds also undertaken by Roanoke City Council. The Athletics Fund increase is due to athletic teams having had to travel this year for regular competition, plus the impressive advancement of several teams in conference playoffs. The Food Service Fund increase is a result of new nutritional standards, increased food quality requirements and rising food prices. These adjustments impact the budgeted use of fund balance only. There is no change to budgeted operating revenue.

Recommended Action:

Adopt the accompanying budget ordinance to decrease expenditures and the use of fund balance of the School General Fund, increase the transfer from the General Fund to the School Athletics Fund and increase expenditures using fund balance of the Food Service Fund.



Barbara A. Dameron
Director of Finance

Distribution: Council Appointed Officers
Rita D. Bishop, Superintendent, RCPS
P. Steve Barnett, Assistant Superintendent for Operations, RCPS
Kathleen M. Jackson, Acting Executive Director of Fiscal Services, RCPS

8.6.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to adopt an amendment to the 2014-2015 School Board Categorical Budget, amending and reordaining certain sections of the School General, School Athletics and School Food Service Funds Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2014-2015 School General, School Athletics and School Food Service Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

School General Fund		
Appropriations	\$	(3,200,000)
Fund Balance-Unappropriated		3,200,000
 School Athletics Fund		
Appropriations	\$	300,000
Interfund Transfer From General Fund		300,000
 School Food Service Fund		
Appropriations	\$	500,000
Fund Balance-Unappropriated		(500,000)

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Establishment of an Urban Development Area in the City of Roanoke.

Planning Commission Public Hearing and Recommendation:

The Planning Commission held a public hearing on Monday, June 8, 2015. By a vote of 5-0, the Commission recommended approval of an ordinance adopting an Urban Development Area encompassing the entire City, with the exception of two areas encumbered by a recorded conservation easement established pursuant to the Virginia Conservation Easement Act, such Urban Development Area to be an amendment to *Vision 2001-2020*, the City's comprehensive plan, and its component neighborhood and area plans.

Background

Section 15.2-2223.1 of the Code of Virginia (1950), as amended, provides for local establishment of Urban Development Areas, in which growth is permitted, incentivized, or otherwise directed. An Urban Development Area ("UDA") is an area that is appropriate for higher density development due to its proximity to transportation facilities, the availability of a public water and sewer system, or a developed area, to be used for redevelopment or infill development.

House Bill 2, passed by the General Assembly in 2014, establishes a Statewide Prioritization Process for transportation projects whereby projects must demonstrate that they meet a capacity need as a (1) corridor of statewide significance, (2) a regional network, or (3) an improvement to promote a UDA. Since potential transportation funding will be linked to the existence of a UDA, the City of Roanoke was obliged to consider the establishment of one or more UDAs.

The Code of Virginia establishes a number of general requirements for a UDA:

- Development regulations applicable in the UDA should provide for higher residential densities and commercial intensities. Regulations in the UDA should also incorporate traditional neighborhood design principles.
- The UDA should be capable of accommodating projected growth through a 10-20 year planning horizon.

- The locality designating the UDA should provide incentives for development and direct funding to support development into the UDA.

Considerations

In reviewing the criteria for a UDA, staff determined that the entire City of Roanoke should be designated, with the exception of areas encumbered by a recorded conservation easement established pursuant to the Virginia Conservation Easement Act. The only existing conservation easements existing in Roanoke apply to portions of Mill Mountain and to the property located at 301 Tinker Creek Lane.

Establishment of a UDA requires that the area has land appropriate for development of residential densities of four or more dwelling units per acre and commercial floor area ratios of 0.4 or greater. Of Roanoke's 16 zoning districts that permit residential uses, 14 permit densities of four units per acre or more. All of Roanoke's multiple purpose districts, industrial districts, and planned unit development districts have floor area ratios of 1.0 or greater, or have no maximum floor area ratio.

The City's zoning ordinance and subdivision ordinance incorporate principles of traditional neighborhood design such as pedestrian-friendly street design, interconnected streets, preservation of natural areas, mixed-use neighborhoods that include mixed housing types, shallow or no building setback requirements, and reduction of subdivision street widths and turning radii at subdivision street intersections.

The UDA should meet projected residential and commercial growth over a 10 to 20-year planning horizon. The Weldon Cooper Center for Public Service of the University of Virginia projects modest population growth for Roanoke during the planning horizon.

	2010	2020	2030	2040
Population projection (published 2012)	97,032	99,287	101,174	102,656

A 2014 population estimate indicated Roanoke's population was 99,320, which already exceeds the 2020 estimate. Despite faster than predicted growth, rates are still projected as modest. The addition of 4,142 people between 2010 and 2030 translates roughly to 2,030 new housing units (based on rate of 2.04 persons per dwelling unit). While Roanoke has limited undeveloped land, the City has ample vacant infill parcels and redevelopment opportunities to accommodate the projected growth.

The Evans Spring Planning Area and the Roanoke Center for Industry and Technology represent the most potential for accommodating future commercial growth on previously undeveloped land. Areas in and around the South Jefferson Redevelopment area will accommodate additional growth as well. Much new commercial growth will likely be in the form of redevelopment along commercial and industrial corridors, downtown, and designated neighborhood centers.

In the UDA, the City will provide incentives for development that include expedited development review (existing, code mandated review times are the shortest in the state), Enterprise Zone incentives, sale of City-owned land, land development regulations that permit higher densities and higher intensity uses of land, reduction or elimination of parking requirements, minimal or no setbacks, and provisions for reducing pavement widths for new streets.

To the extent possible, federal, state and local transportation, housing, water and sewer facility, economic development, and other public infrastructure funding for new and expanded facilities will be directed toward the UDA to accommodate growth.

The City advised the planning staff of the County of Roanoke, the City of Salem, the Town of Vinton, the Roanoke-Alleghany Regional Commission, and the Roanoke Valley Transportation Planning Organization of the City's intent to establish the UDA and invited comment on the proposal.

The UDA is to be identified in the comprehensive plan and shown on future land use maps. Roanoke's future land use maps are included in each neighborhood or area plan, which are adopted as components of the comprehensive plan. Adoption of a UDA encompassing the entire City, with the exception of the two conservation easement areas, as a comprehensive plan component is therefore extended to the land use maps contained in each neighborhood or area plan.

Planning Commission Work Session Discussion:

None.

Planning Commission Public Hearing Discussion:

None.



Kermit Hale, Vice Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney

5/27
6/11/15

A.I.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE establishing an Urban Development Area, and amending Vision 2001-2020, the City's Comprehensive Plan, to include such Urban Development Area as an element thereof; and dispensing with the second reading of this ordinance by title.

WHEREAS, on June 8, 2015, the Planning Commission for the City of Roanoke considered establishing an Urban Development Area ("UDA") throughout the entire City, with the exception of two areas encumbered by recorded conservation easements, those two areas being portions of Mill Mountain and property located at 301 Tinker Creek Lane, N.E.;

WHEREAS, the Planning Commission held a public hearing on that date and recommended establishing the UDA throughout the entire City, with the exception of two areas encumbered by a recorded conservation easement, those areas being portions of Mill Mountain and 301 Tinker Creek, and amending Vision 2001-2020, the City's Comprehensive Plan, to include such UDA as an element thereof; and

WHEREAS, in accordance with the provisions of Section 15.2-2204, Code of Virginia (1950), as amended, a public hearing was held before this Council on June 15, 2015, on the establishment of the proposed UDA, at which hearing all citizens so desiring were given an opportunity to be heard and to present their views on such amendment.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. That this Council hereby establishes an Urban Development Area throughout the entire City, with the exception of two areas encumbered by recorded conservation easements, those two areas being portions of Mill Mountain and property located at 301 Tinker Creek Lane, N.E., and amends Vision 2001-2020, the City's Comprehensive Plan, to include such Urban Development Area as an element thereof.

2. That the City Clerk is directed to forthwith transmit attested copies of this ordinance to the City Planning Commission.

3. Pursuant to the provisions of §12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 15, 2015

Subject: Request by the City of Roanoke to rezone property located at 210 Reserve Avenue, S.W., bearing Official Tax Number 1040202, from INPUD, Institutional Planned Unit Development District, to ROS, Recreation and Open Space District. The proposed use is athletic fields.

Recommendation

The Planning Commission held a public hearing on Monday, June 08, 2015. By a vote of 5 - 0 the Commission recommended approval of the rezoning request, finding that the Original Application is consistent with the City's Comprehensive Plan, *South Roanoke Neighborhood Plan*, and Zoning Ordinance.

Application Information

<i>Request:</i>	Rezoning
<i>Owner:</i>	City of Roanoke
<i>City Staff Person:</i>	Katharine Gray, Land Use and Urban Design Planner
<i>Site Address/Location:</i>	210 Reserve Ave, SW
<i>Official Tax Nos.:</i>	1040202
<i>Site Area:</i>	31.889 acres
<i>Existing Zoning:</i>	INPUD, Institutional Planned Unit Development District
<i>Proposed Zoning:</i>	ROS, Recreation and Open Space District
<i>Existing Land Use:</i>	Outdoor Recreation
<i>Proposed Land Use:</i>	Outdoor Recreation
<i>Neighborhood Plan:</i>	<i>South Roanoke Neighborhood Plan</i>
<i>Specified Future Land Use:</i>	Recreational/Institutional
<i>Filing Date:</i>	Motion at Planning Commission Public Hearing: May 11, 2015 Original Application: May 11, 2015

Background

The property was zoned C-1, Office District prior to December 2005. The property was zoned INPUD on December 5, 2005, as part of a comprehensive rezoning of the City. The INPUD district was applied because the site supported several institutional uses in addition to the outdoor recreation uses on the property. Those institutional uses included Victory Stadium, the National Guard Armory, and the Parks and Recreation administrative offices. All three structures have since been demolished and the institutional land uses that led to the INPUD designation in 2005 no longer exist on the property.

The City plans to continue to use the site for outdoor recreation uses. The majority of the site's area remains unplanned, but the City plans to relocate tennis courts from Crystal Spring Park to this site in the near future. The rezoning of the property from INPUD to ROS would allow the flexibility of future site development without the requirement of a development plan submittal for each change to the property that is currently required in the INPUD district.

Considerations

The subject property was acquired by the City of Roanoke in the 1930's and 40's and has been used in part for recreational uses since that time. The proposed development will further the development of the property for outdoor recreational uses in keeping with the long term vision for the site.

Surrounding Zoning and Land Use:

	<i>Zoning District</i>	<i>Land Use</i>
<i>North</i>	INPUD, Institutional Planned Unit Development District	Educational facilities, college/ university; Hotel; Medical Clinic and Vacant
<i>South</i>	ROS, Recreation and Open Space District	Recreation, outdoor
<i>East</i>	INPUD, Institutional Planned Unit Development District	Parking structure facility; Day care center, child
<i>West</i>	INPUD, Institutional Planned Unit Development District	Vacant

Compliance with the Zoning Ordinance:

The purpose of the ROS District is to recognize and enhance active park and recreation lands, passive open spaces, and significant natural and scenic features by encouraging these areas to protect unique land resources from degradation, consistent with the recommendations of the City's Comprehensive Plan. It is further intended to prevent the encroachment of incompatible land uses, while

permitting limited construction within open space areas which is supportive of their function and which promotes their use and enjoyment.

The change of zoning district from INPUD to ROS would allow for the City to make changes to the site in keeping with the development standards of the Zoning Ordinance, but without having to amend a development plan through a public process each time a change is sought as required in the current INPUD zoning district.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *South Roanoke Neighborhood Plan* recognize the need for property within the City to serve the needs of both citizens and visitors. The subject property is part of a larger planned outdoor recreation complex that serves to benefit both groups of people. Relevant policies and action items in the Comprehensive Plan include:

EC PC1. Parks and Recreation. Roanoke will develop, maintain, and manage parks and recreation facilities that enhance the City's and the region's quality of life.

ED P4. Tourism. Roanoke will promote tourism for the City and the region.

The transformation of this property to fully be a part of a large sports recreation complex will allow sports organizations within the City to serve residents and increase opportunities for sports tourism through tournaments at the River's Edge park facilities.

The *Roanoke Parks and Recreation Update to the 2007 Master Plan* identifies a need for sports fields in the City of Roanoke. Relevant policies in the Plan include:

5.4 MULTIPURPOSE FIELD SPACE

With participation trends moving more towards multi-use with soccer, lacrosse, flag football and even rugby. It is recommended that the City consider public/ private partnerships and evaluate adding more multi-purpose field spaces, particularly for games. The City could address this deficit in two phases:

- As part of the redesign the northern portion of Rivers Edge Park, create two large, lit rectangular athletic fields that have irrigation to complement the regional character of Roanoke's primary hub of recreation.

6.4.1.1 COMMUNITY MANDATES

- Strategy 1.2) Complete the joint Rivers Edge Park (North and South), and the Roanoke River Greenway as a combined signature recreational “hub” for the City.
- Strategy 1.4) Upgrade existing sports fields in the community to maximize the capacity of use as it applies to baseball, softball, lacrosse, rugby, and soccer fields.

The development of sports fields at Rivers Edge Park (north), the subject property of this rezoning, helps address the shortage of athletic fields for the City in an area that is identified as the primary recreational hub of the City.

The *South Roanoke Neighborhood Plan* recognizes that the area is one that has served as space for varied uses over the years, but purposes that the future uses should be recreational or institutional. Relevant policies and action items in the plan include:

Priority Initiatives:

Parks

- Develop Reserve Avenue/River’s Edge Sports Complex as a destination, “signature” park, per the Parks and Recreation Master Plan.

Parks and Recreation:

- Recreation Amenities: Develop recreation attractions/amenities in space along the Roanoke River as identified in the Parks and Recreation Master Plan.

The principal consideration is whether the proposed rezoning is consistent with *Vision 2001-2020* and the *South Roanoke Neighborhood Plan*. The signature recreational hub has been part of the long term vision for this area for several years and the subject property on Reserve Ave, SW, is an important part of the proposal. The change of use proposed for this parcel is in keeping with this vision and appropriate for the area.

Public Comment:

None.

Planning Commission Work Session:

None.

Planning Commission Public Hearing:

None.

Kermit Hale / tnc

Kermit Hale, Vice Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Ian D. Shaw, Planning Commission Agent
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney

Department of Planning, Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Phone: (540) 853-1730 Fax (540) 853-1230



[Click Here to Print](#)

Date

Submittal Number:

Request (select all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Rezoning, Not Otherwise Listed | <input type="checkbox"/> Amendment of Proffered Conditions |
| <input type="checkbox"/> Rezoning, Conditional | <input type="checkbox"/> Amendment of Planned Unit Development Plan |
| <input type="checkbox"/> Rezoning to Planned Unit Development | <input type="checkbox"/> Amendment of Comprehensive Sign Overlay District |
| <input type="checkbox"/> Establishment of Comprehensive Sign Overlay District | |

Property Information:

Address:

Official Tax No(s):

Existing Base Zoning:

(If multiple zones, please manually enter all districts.)

☐ With Conditions

☒ Without Conditions

Ordinance No(s), for Existing Conditions (If applicable):

Requested Zoning:

☐ With Conditions

☒ Without Conditions

Proposed
Land Use:

Property Owner Information:

Name:

Phone Number:

Address:

E-Mail:

Property Owner's Signature: *[Signature]*

Assistant City Manager

Applicant Information (if different from owner):

Name:

Phone Number:

Address:

E-Mail:

Applicant's Signature: *[Signature]*

5/11/15

Authorized Agent Information (if applicable):

Name:

Phone Number:

Address:

E-Mail:

Authorized Agent's Signature: *[Signature]*

5/11/15



The following must be submitted for all applications:

- ☒ Completed application form and checklist.
- ☒ Written narrative explaining the reason for the request.
- ☐ Metes and bounds description, if applicable.
- ☐ Filing fee.

For a rezoning not otherwise listed, the following must also be submitted:

- ☒ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures.

For a conditional rezoning, the following must also be submitted:

- ☐ Written proffers. See the City's Guide to Proffered Conditions.
- ☐ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures. Please label as 'development plan' if proffered.

For a planned unit development, the following must also be submitted:

- ☐ Development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.

For a comprehensive sign overlay district, the following must be submitted:

- ☐ Comprehensive signage plan meeting the requirements of Section 36.2-336(d)(2) of the City's Zoning Ordinance.

For an amendment of proffered conditions, the following must also be submitted:

- ☐ Amended development or concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures, if applicable.
- ☐ Written proffers to be amended. See the City's Guide to Proffered Conditions.
- ☐ Copy of previously adopted Ordinance.

For a planned unit development amendment, the following must also be submitted:

- ☐ Amended development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a comprehensive sign overlay amendment, the following must also be submitted:

- ☐ Amended comprehensive signage plan meeting the requirements of Section 36.2-336(d) of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a proposal that requires a traffic impact study be submitted to the City, the following must also be submitted:

- ☐ A Traffic Impact Study in compliance with Appendix B-2(e) of the City's Zoning Ordinance.

For a proposal that requires a traffic impact analysis be submitted to VDOT, the following must also be submitted:

- ☐ Cover sheet.
- ☐ Traffic impact analysis.
- ☐ Concept plan.
- ☐ Proffered conditions, if applicable.
- ☐ Required fee.

*An electronic copy of this application and checklist can be found at www.roanokeva.gov/pbd by selecting 'Planning Commission' under 'Boards and Commissions'. A complete packet must be submitted each time an application is amended, unless otherwise specified by staff.

Narrative

Subject Property: 31.8889 acre parcel located at 210 Reserve Avenue, identified as TM#1040202.

The City of Roanoke, the owner of the subject property, requests a rezoning from INPUD, Institutional Planned Unit Development District, to ROS, Recreation and Open Space District.

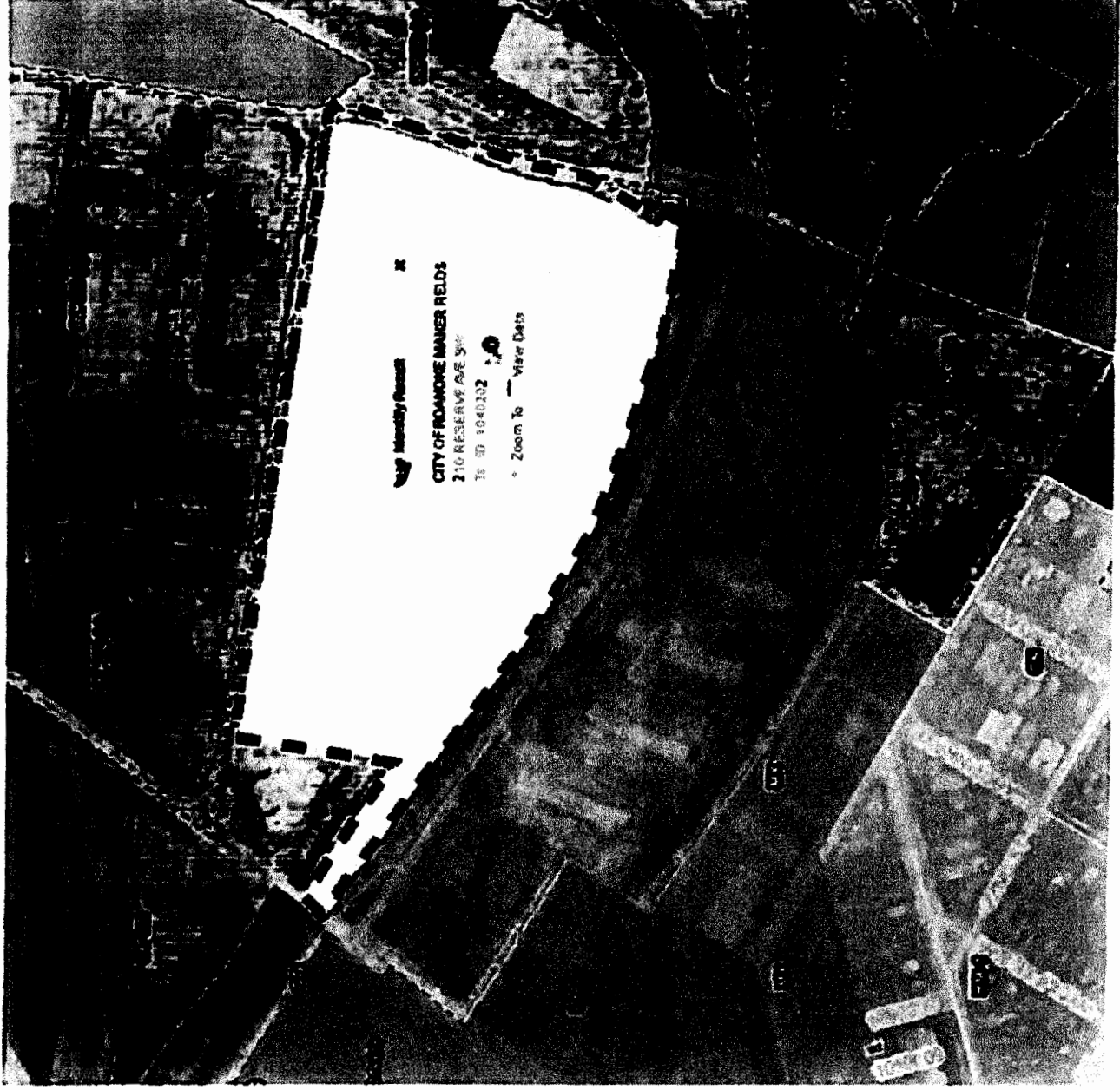
Prior to December 5, 2005, the property was zoned C-1, Office District. The property was zoned INPUD on December 5, 2005, as part of a comprehensive rezoning of the City. The INPUD district was applied because the site supported several institutional uses including Victory Stadium, a National Guard Armory, and the Parks & Recreation administrative offices. All three structures have since been demolished. The land uses that led to the INPUD designation in 2005 no longer exist.

The site is to be used for more traditional recreation and athletic uses. The majority of the site's area remains unplanned, but there is an immediate need to relocate tennis courts from Crystal Spring Park to this site.

Zoning Map Amendment Exhibit

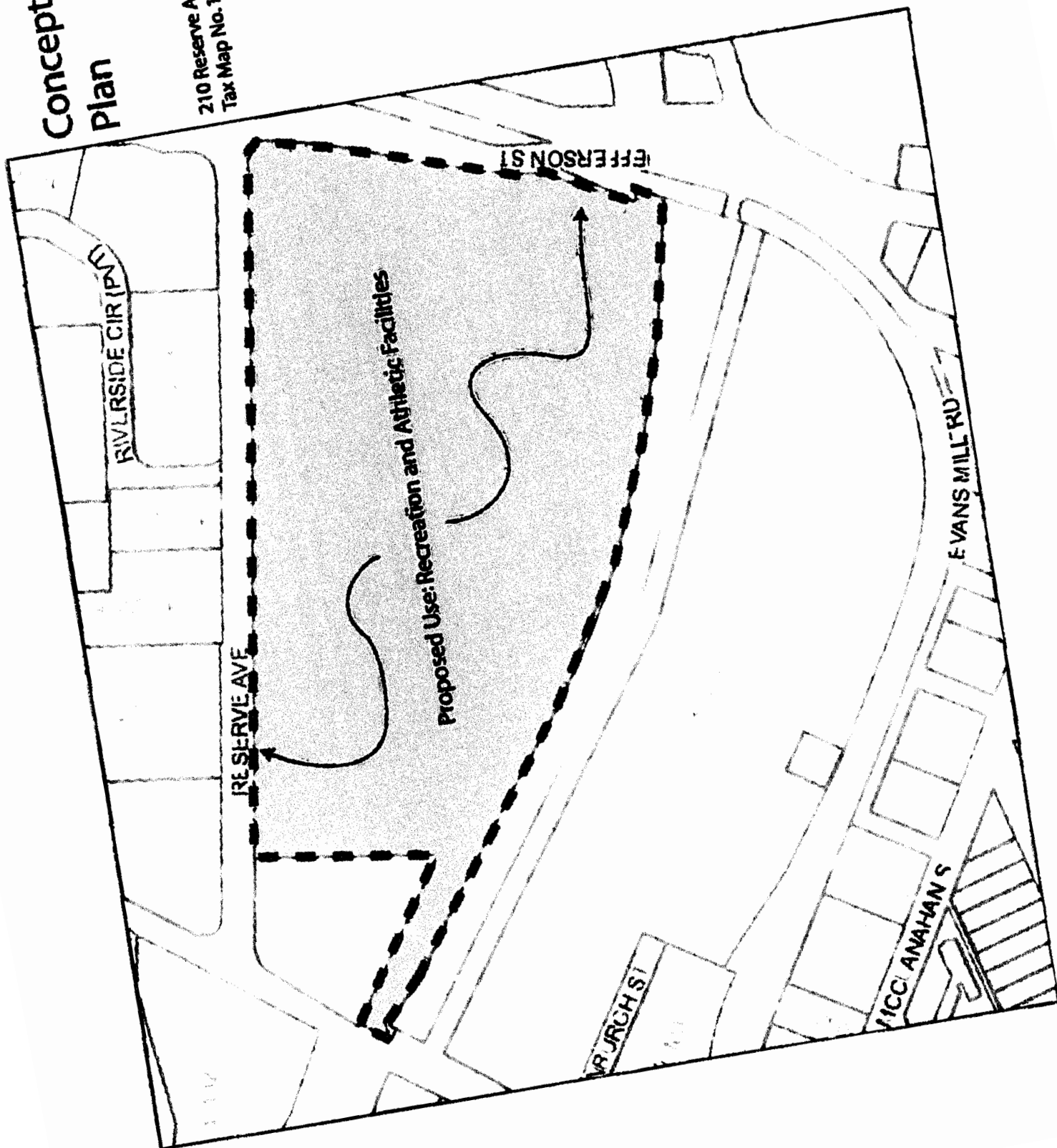
Property proposed to be
rezoned from INPUD,
Institutional Planned Unit
Development to ROS,
Recreation & Open Space
District

210 Reserve Avenue SW
Official Tax Map No. 1040202



Concept Plan

210 Reserve Avenue SW
Tax Map No. 1040202



551/5
6.1.15

A.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain property on 210 Reserve Avenue, S.W., from INPUD, Institutional Planned Unit Development District, to ROS, Recreation and Open Space District; and dispensing with the second reading of this ordinance by title.

WHEREAS, the City of Roanoke, has made application to the Council of the City of Roanoke, Virginia ("City Council"), to have the property located at 210 Reserve Avenue, N.W., bearing Official Tax Map No. 1040202, rezoned from INPUD, Institutional Planned Unit Development District, to ROS, Recreation and Open Space District;

WHEREAS, the City Planning Commission, after giving proper notice to all concerned as required by §36.2-540, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to City Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on June 15, 2015, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to City Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice, require the rezoning of

the subject property, and for those reasons, is of the opinion that the hereinafter described property should be rezoned as herein provided.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect that Official Tax Map No. 1040202, located at 210 Reserve Avenue, S.W., be and is hereby rezoned from INPUD, Institutional Planned Unit Development District, to ROS, Recreation and Open Space District, as set forth in the Zoning Amendment Application dated May 11, 2015.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Amendment to the Zoning Ordinance of the City of Roanoke

Planning Commission Public Hearing and Recommendation:

The Planning Commission held a public hearing on Monday, June 8, 2015. By a vote of 5-0, the Commission recommended approval of proposed various amendments to the zoning ordinance.

Planning Commission Work Session Discussion:

None.

Public Comment:

An email was received from Mr. Joe Kraft, President of Old Southwest, Inc., asking that the Commission delay action for a month to allow staff or a Planning Commission member to attend a neighborhood meeting to discuss the proposed amendments.

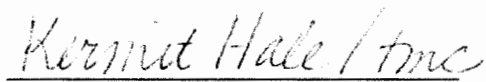
Planning Commission Public Hearing Discussion:

During the staff report presentation, Chris Chittum, Director of Planning, Building, & Development, addressed items in the text amendments that would likely be of concern to Old Southwest based on the zoning districts present in the neighborhood. The two potential concerns could be the addition of homestays by special exception and deletion of supplemental regulations related to group care facilities.

Mr. Chittum explained that the addition of the homestay use is a clarification of the current practice of allowing *Air BnB* type arrangements as a bed and breakfast. Both uses require a special exception, and there would be no procedural difference in how a homestay is established. (See attached table and proposed modifications to Section 36.2-405)

Supplemental regulations for group care facilities in Section 36.2-412 are proposed for deletion as the spacing standards can create issues for expansion of existing facilities. Amendments to the use table in Section 36.2-315 would require all group care facilities to be approved by special exception, which would allow the Board of Zoning Appeals to assess compatibility, density, and other factors on a site-specific basis.

Planning Commission members discussed possible impacts and public notice provided. Ms. Katz asked other Commissioners if they felt the matter should be continued. No other Commissioners expressed interest in a continuance and no such motion was made.

Handwritten signature of Kermit Hale in cursive script, followed by a horizontal line.

Kermit Hale, Vice Chair
City Planning Commission

Attachment

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney

Section	Summary of Amendment	Notes
Chapter 36.2. ZONING		
ARTICLE 3. REGULATIONS FOR SPECIFIC ZONING DISTRICTS		
Use table for residential districts	<p>Remove reference to supplemental regulations for group care facilities</p> <p>Change <u>Group care facility, congregate home, elderly,</u> and <u>Group care facility, transitional living facility,</u> from permitted uses to special exception uses in RMF.</p> <p>Add <u>Homestay</u> as a new special exception use in all residential districts. Add a reference to supplemental regulations</p>	<p>All but elderly facilities require special exception where density and separation issues can be addressed. Staff views separation requirements as an inequitable zoning practice.</p> <p>Codifies current practice for AirBnB and other similar uses.</p>
Dimensional regulations for residential districts	Add a note clarifying how maximum lot frontage is applied.	Clarification of existing interpretation
Use table for multiple purpose districts	<p>Add <u>campground</u> as a new special exception use in the CG, CLS, ROS, and UF districts. Add reference to supplemental regulations.</p> <p>Add <u>Place of Worship</u> as a permitted use in UF</p> <p>Add <u>Homestay</u> as new special exception use in MX and as a new permitted use in the CN, CG, CLS, and ROS districts. Add reference to supplemental regulations</p>	<p>Provides an option to support tourism.</p> <p>Addresses a potential compliance issue with RLUIPA</p> <p>Codifies current practice for AirBnB and other similar uses.</p>
Dimensional regulations for multiple purpose districts	<p>Increase UF maximum lot area from 2 acres to 3 acres</p> <p>Increase maximum height in the ROS district</p> <p>Increase ROS impervious surface area maximum to</p>	<p>Current two acres max proving too small based on locations where mapped.</p> <p>Increases flexibility for recreational facility development in ROS district.</p> <p>Clarification of existing interpretation</p>

Section	Summary of Amendment	Notes
	80%. Add a note clarifying how maximum lot frontage is applied.	
Use table for industrial districts	Add the following uses as permitted uses in various industrial districts: Amphitheater Entertainment establishments Parks or playgrounds Recreation outdoor Outdoor recreation facility lighting or sports stadium lighting	Expands uses complementary to industrial developments.
Procedural requirements for planned unit development districts	Add language specifying how a PUD plan is established or amended.	Codifies current practice.
Use table for planned unit development districts	Add <u>campground</u> as a new permitted use in MXPUD and INPUD. Delete reference to supplemental regulations for group care facilities.	
ARTICLE 4. SUPPLEMENTAL REGULATIONS		
Supplemental regulations for bed and breakfast	Add supplemental regulations for new Homestay use to supplemental regulations for B&B.	
Supplemental regulations for group care facilities.	Delete supplemental regulations for group care facilities	All but elderly facilities require special exception where density and separation issues can be addressed. Staff views separation requirements as an inequitable zoning practice.
Motor vehicle or trailer painting and body repair.	Making a correction removing the word "and."	

Section	Summary of Amendment	Notes
Supplemental regulations for Temporary uses	Permit camping as accessory use to temporary public events.	Codifies current practice
ARTICLE 5. PROCEDURES		
Zoning amendments	<p>Add reference to fee compendium for legal advertisements.</p> <p>Modify sign posting requirement for amendments.</p>	<p>Establishes a predictable, flat fee for legal ads. A separate ordinance will add fees to fee compendium effective July 1, 2015.</p> <p>Sign posting not required by state code. The proposed amendment will reduce exposure to legal challenge due to defective notice.</p>
<p>Special exceptions</p> <p>Variances</p> <p>Appeals to the board of zoning appeals</p>	<p>Add references to fee compendium for legal advertisements.</p> <p>Modify sign posting requirement for special exceptions.</p>	<p>Establishes a predictable, flat fee for legal ads. A separate ordinance will add fees to fee compendium effective July 1, 2015.</p> <p>Sign posting not required by state code. The proposed amendment will reduce exposure to legal challenge due to defective notice.</p>
<p>Variances</p> <p>Appeals from the board of zoning appeals</p> <p>Quorum and vote.</p> <p>Rules and records.</p> <p>Powers and duties (of BZA)</p> <p>Powers and duties (of zoning administrator)</p>	Various amendments to reflect VaCode amendments from 2015 GA session.	This amendment changes how variances are to be considered. It is likely to increase caseload

Section	Summary of Amendment	Notes
Zoning violations.	Add owner to notice of violation	
ARTICLE 6. DEVELOPMENT STANDARDS		
Sec. 36.2-644. Applicability (landscaping requirements)	Exempts certain projects from tree canopy.	Response to discussions with Roanoke Regional Homebuilders Association. Relieves burden on developer for small projects.
Sec. 36.2-645. Street yard trees.	Eliminates street yard tree requirement	Response to discussions with Roanoke Regional Homebuilders Association.
Table 652-2 Minimum Parking	There is no parking required for a community garden but the maximum applies.	
653 Maximum parking	Raises threshold for exceeding maximum parking from 175% to %200 by special exception.	
654 Parking and loading area standards	Delete parking location requirement for NDD	
Table 654-1. Parking and Loading Area Standards	Add exceptions to maximum driveway width and or coverage. Exempt permeable paving systems from counting toward max driveway widths. Reduce minimum driveway width to 7 feet.	Response to discussions with Roanoke Regional Homebuilders Association.
Table 668-1. Type, Number, and Size of On-Premises Signs	Clarify maximum number of free standing signs in CLS.	Codifying interpretation.
Sec. 36.2-669. - Changeable copy signs and electronic readerboard signs.	Cap sign area for electronic readerboards in CN, IN, D similar to CG [669(b)(3)]	

Section	Summary of Amendment	Notes
Sec. 36.2-675. Outdoor advertising signs.	Allows an approved billboard to get VDOT approval for construction.	
Sec. 36.2-834 Quorum and Vote	To amend rules for the board of zoning appeals to require the board to offer equal time to parties and the staff of the City of Roanoke.	
Sec. 36.2-836 Rules and Records	To allow ex parte communications with members of the board of zoning appeals under certain circumstances and to require the dissemination of materials to certain interested parties within a certain period of time.	
Sec. 36.2-837 Powers and Duties	To specify how an appeal of a zoning administrator determination is to be considered; and to specify that the burden of proof is on the appellant to show justification for a variance.	
Sec. 36.2-841 Powers and Duties	To specify how an appeal of a zoning administrator determination is to be considered; and to specify that the burden of proof is on the appellant to show justification for a variance.	
APPENDIX A. Definitions		
Definitions	Add a definition of <u>Campground</u>	
Definitions	Add a definition for Homestay	
Definitions	Amend definition of Variance to reflect VaCode amendments from 2015 GA session.	
APPENDIX B. Definitions		
Submittal requirements, B-1,	Allowing specific information on tree canopy to be substituted with appropriate statements on the development plan.	

Section	Summary of Amendment	Notes
Basic Development Plan		

SJT
6/10/15

A.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 36.2-311, Use table for residential districts; Section 36.2-312, Dimensional regulations for residential districts; Section 36.2-315, Use table for multiple purpose districts; Section 36.2-316, Dimensional regulations for multiple purpose districts; Section 36.2-322, Use table for industrial districts; Section 36.2-326, Procedural requirements for planned unit development districts; Section 36.2-327, Use table for planned unit development districts; Section 36.2-405, Bed and breakfast; repealing Section 36.2-412, Group care facilities; amending and reordaining Section 36.2-418, Motor vehicle or trailer painting and body repair; Section 36.2-429, Temporary uses; Section 36.2-540, Zoning amendments; Section 36.2-560, Special exceptions; Section 36.2-561, Variances; Section 36.2-562, Appeals to board of zoning appeals; Section 36.2-563, Appeals from board of zoning appeals; Section 36.2-571, Zoning violations; Section 36.2-644, Overall tree canopy requirements; repealing Section 36.2-645, Street yard trees; amending and reordaining Table 652-2, Required Parking Spaces; Section 36.2-653, Maximum parking; Section 36.2-654, Parking and loading area standards; Table 654-1, Parking and Loading Area Standards; Table 668-1, Type, Number, and Size of On-Premises Signs; Section 36.2-669, Changeable copy signs and electronic readerboard signs; Section 36.2-675, Outdoor advertising signs; Section 36.2-834, Quorum and vote; Section 36.2-836, Rules and records; Section 36.2-837, Powers and duties; Section 36.2-841, Powers and duties; Appendix A, Definitions; Appendix B, Submittal requirements. B-1, Basic Development Plan; of Chapter 36.2, Zoning, of the Code of the City of Roanoke (1979), as amended; for the purposes of amending and reordaining, combining and renumbering, adding or repealing, the following code sections to update, clarify and make the

City's zoning ordinance easier to use for its citizens and consistent with state law; providing for an effective date; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

I. Chapter 36.2, Zoning, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained, to read and provide as follows:

Sec. 36.2-311. Use table for residential districts.

District	RA	R-12	R-7	R-5	R-3	RM-1	RM-2	RMF	Supplemental Regulation Section
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* * *

Accommodations and Group Living Uses

* * *

Group care facility, congregate home, elderly							S	S	36.2-412
Group care facility, congregate home, not otherwise listed							S	PS	36.2-412
Group care facility, group care home							S	S	36.2-412
Group care facility, halfway house							S	S	36.2-412
Group care facility, nursing home								PS	36.2-412
Group care facility, transitional living facility									36.2-412

* * *

Accessory Uses

* * *

Home occupation, personal service	P	P	P	P	P	P	P	P	36.2-413
Homestay	S	S	S	S	S	S	S	S	36.2-405

* * *

Sec. 36.2-312. Dimensional regulations for residential districts.

District	RA	R-12	R-7	R-5	R-3	RM-1	RM-2	RMF
----------	----	------	-----	-----	-----	------	------	-----

* * *

Where a maximum lot frontage is specified for a district, such maximum shall apply to only one frontage of a corner lot.

A numeric entry means the dimension shall apply based on the unit of measurement indicated.

“Yes” means the requirement applies.

“No” means the requirement does not apply.

“None” means there is no requirement.

* * *

Sec. 36.2-315. Use table for multiple purpose districts.

District		MX	CN	CG	CLS	D	IN	ROS	UF	Supplemental Regulation Section
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* * *

Accommodations and Group Living

Campground				S	S			S	S	
------------	--	--	--	---	---	--	--	---	---	--

* * *

Group care facility, congregate home, elderly	S									36.2-412
---	---	--	--	--	--	--	--	--	--	----------

Group care facility, nursing home	S									36.2-412
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Assembly and Entertainment Uses

* * *

Place of worship		P	P	P	P	P			P	
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Accessory Uses

* * *

Homestay	S	P	P	P	P			P		36.2-405
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* * *

Sec. 36.2-316. Dimensional regulations for multiple purpose districts.

		MX	CN	CG	CLS	D	IN	ROS	UF
--	--	----	----	----	-----	---	----	-----	----

* * *

Lot area (square feet)	Minimum	5,000	5,000	10,000	43,560	None	None	None	None
	Maximum	None	87,120	130,680	None	None	217,800	None	87,120 130,680

* * *

		MX	CN	CG	CLS	D	IN	ROS	UF
Height maximum (feet)	Property abutting a residential district	45	45	45	1 foot for each foot of setback from any abutting residential lot	1 foot for each foot of setback from any abutting residential lot	40	35 1 foot for each foot of setback from any abutting residential lot, not to exceed 60 feet	60
	Property not abutting a residential district	45	45	None	None	None	40	35 60	60
				* * *					
Impervious surface area maximum (percentage of lot area)		70	100	85	80	100	80	45 80	100
				* * *					

*Except townhouses and multifamily dwellings, minimum façade transparency for these uses is 20 percent.

Where a maximum lot frontage is specified, the maximum shall apply only to a primary street frontage as determined by application of Section 36.2-319(b).

A numeric entry means the dimension shall apply based on the unit of measurement indicated.

“Yes” means the requirement applies.

“No” means the requirement does not apply.

“None” means there is no requirement.

* * *

Sec. 36.2-322. Use table for industrial districts.

District	I-1	I-2	AD	Supplemental Regulation Section
<i>Assembly and Entertainment Uses</i>				
Amphitheatre	P		P	

District	I-1	I-2	AD	Supplemental Regulation Section
Entertainment establishment, abutting a residential district	P		P	
Entertainment establishment, not abutting a residential district	P		P	
* * *				
Park or playground	P	P	P	
Recreation, outdoor	P	P	P	
<i>Accessory Uses</i>				
* * *				
Outdoor recreation facility lighting or sports stadium lighting	P	P	P	36.2-403

* * *

Sec. 36.2-326. Procedural requirements for planned unit development districts.

* * *

- (i) The procedure for establishing or amending a PUD plan shall be as prescribed in Sections 36.2-540, Zoning Amendments; and 36.2-541, Conditional Rezonings, if applicable.

Sec. 36.2-327. Use table for planned unit development districts.

	MXPUD	INPUD	IPUD	Supplemental Regulation Section
* * *				
<i>Accommodations and Group Living</i>				
* * *				
Campground	P	P		
* * *				
Group care facility, congregate home, elderly.	P	P		36.2-412
Group care facility, congregate home, not otherwise listed		P		36.2-412
Group care facility, group care home		P		36.2-412
Group care facility, halfway house		P		36.2-412

Group care facility, nursing home	P	P	36.2-412
Group care facility, transitional living facility		P	36.2-412

* * *

Sec. 36.2-405. Bed and breakfast and homestay establishments.

- (a) *Applicability.* The supplemental regulations set out in this section shall apply to bed and breakfast and homestay establishments permitted by this chapter as of right or by special exception.
- (b) ~~Location requirements. In any zoning district in which bed and breakfast establishments are permitted, such establishments shall be located within a single family detached dwelling.~~
- (e)(b) ~~General~~ Standards for bed and breakfast establishments.
 - (1) Such establishments shall be located within a single-family detached dwelling
 - (1)(2) No exterior changes to the single-family detached dwelling occupied by the bed and breakfast shall be permitted unless such change is required by the Zoning Administrator for safety purposes or such change can be shown to be in harmony with the structure's architectural and historic value.
 - (2)(3) The owner of the single-family detached dwelling occupied by the bed and breakfast establishment shall reside in the dwelling.
 - (3)(4) No more than six (6) guest sleeping rooms shall be utilized for a bed and breakfast establishment and the number of guest occupants shall not exceed twelve (12).
 - (4)(5) Rooms shall be rented only on a daily basis.
 - (5)(6) One (1) sign attached to the building shall be permitted. Such sign shall have a sign area not exceeding two (2) square feet and shall not be illuminated.
 - (6)(7) Only accessory uses or structures which are incidental and subordinate to a single-family detached dwelling shall be permitted in conjunction with a bed and breakfast establishment.
- (c) Standards for homestay establishments.
 - (1) No changes shall be made to the exterior of the building occupied by the homestay.
 - (2) The homestay shall have no more than two (2) bedrooms for guests and shall be designed to accommodate no more than four (4) total guests.
 - (3) Rooms shall be rented only on a daily or weekly basis. Stays shall not exceed 14 days.
 - (4) The owner or leaseholder shall also occupy the dwelling unit during guest stays.

* * *

Sec. 36.2-412. Group care facilities. (Reserved)

- (a) *Purpose.* ~~The intent of the regulations of this section is to permit the development of group care facilities in appropriate locations throughout the City, to ensure compatibility of these uses within the neighborhoods in which they are located, and to establish standards to encourage an adequate quality of service to the users of such facilities.~~
- (b) *Applicability.* ~~The supplemental regulations of this section shall apply to any group care facility permitted by this chapter.~~
- (c) *Standards.*
- (1) ~~No group care facility shall be located closer than one thousand five hundred (1,500) feet to another group care facility. This spacing requirement shall apply to any group care facility on a separate lot, regardless of whether or not the group care facilities are under common ownership, except that such spacing requirement shall not apply to a group care facility in an Institutional Planned Unit Development (INPUD). The applicant shall provide a scaled map of the lot lines for the subject property and the lot lines for the nearest group care facility as part of any application for a special exception, development plan approval, or a zoning permit.~~
- (2) ~~The maximum number of occupants of a group care facility, including supervisory personnel and family members living on the premises, shall be based on the following schedule:~~

Zoning District	Square Footage of Facility Required per Occupant
RM-2	800
RMF	500
MX	400
INPUD, MXPUD	300

- (3) ~~A group care facility shall provide one hundred (100) square feet of usable open space per occupant.~~

* * *

Sec. 36.2-418. Motor vehicle or trailer painting and body repair.

* * *

- (c) *Additional standards in the I-1 and I-2 Districts.* In addition to the general standard set forth in subsection (a), above, a motor vehicle or trailer painting and body repair establishment in the Light Industrial District (I-1) or the Heavy Industrial District (I-2) shall be subject to the following requirements:

* * *

- (2) The outdoor storage area shall be accessory to a building on the same lot and shall have a maximum area of no greater than eighty (80) percent of the gross floor area of the building. ~~and~~

* * *

Sec. 36.2-429. Temporary uses.

* * *

- (e) Public events. For purposes of this section, a “public event” means an event, series of events, or organized activities for a historical, social, educational, cultural, or special theme, held for a limited period of time and open to the public. Temporary public events shall include, without limitation, carnivals, festivals, exhibits, outdoor dance, fundraisers, fairs, and concerts. Camping areas for tents and recreational vehicles may be established on properties within 1,000 feet of the public event for the duration of the public event. Public events, including associated temporary structures such as tents, shall be permitted as set forth in Table 429-1, except that:
- (1) The following public events shall be exempt from the requirements of a zoning permit:
- (A) Events that use no tents or air-supported structures that:
- (i) Cover an area greater than nine hundred (900) square feet; or
- (ii) Have an occupant load greater than fifty (50) persons.
- (B) Events that use no temporary structures greater than one hundred twenty (120) square feet in area;
- (C) Events that are accessory in nature to the primary use of the property on which the event is being held;
- (D) Events that do not use amusement devices requiring a building permit; and
- (E) Events lasting four (4) days or less.

- (2) A temporary structure, including any tent, may be permitted to remain on site for a period of not more than two (2) calendar days following the time period for which the zoning permit for the temporary public event is issued;
- (3) Adequate provision shall be made for utility services; and
- (4) Such public event shall not occur between the hours of 2:00 a.m. and 6:00 a.m.

* * *

Sec. 36.2-540. Zoning amendments.

* * *

- (f) Notice of hearing. Prior to conducting any public hearing required by this chapter before the City Council or the Planning Commission, notice shall be given as required by Section 15.2-2204 of the Code of Virginia (1950), as amended. The expense of advertising shall be borne by the applicant. Fees for such advertisements shall be as set forth in the City of Roanoke's Fee Compendium and as adopted by City Council in accordance with Section 15.2-107 of the Code of Virginia (1950), as amended. Any affidavits required by Section 15.2-2204, Code of Virginia (1950), as amended, shall be filed with the City Clerk. In addition, and as a courtesy to the general public, at least ten (10) business days prior to the public hearing before the Planning Commission, the Zoning Administrator shall erect a sign indicating the zoning district requested, identification of the subject property, and the time, date, and place of such public hearing as set forth in the schedule below:

Scope of Rezoning Application	Sign Posting Requirements
Application to rezone 1—25 tax parcels, or portion thereof	1 sign per street frontage of contiguous subject tax parcels
Application to rezone 26—100 tax parcels, or portion thereof	1 sign per intersection constituting the perimeter of the area proposed to be rezoned
Comprehensive rezoning (over 100 properties)	No sign posting required

Failure by the zoning administrator to comply with the requirement of posting a sign on the subject property shall not be a ground for cancelling, rescheduling or continuing a public hearing at the request of any applicant or interested person or entity on any matter otherwise properly advertised for public hearing in accordance with Section 15.2-2204 of the Code of Virginia (1950), as amended. No decision or recommendation by either the Planning Commission for the City of Roanoke, the City Council for the City of Roanoke or the Board of Zoning Appeals for the City of Roanoke shall be subject to challenge

solely on the ground that the zoning administrator failed to comply with the requirement of posting a sign on the subject property.

* * *

Sec. 36.2-560. Special exceptions.

* * *

(b) Procedures.

- (1) Applications for special exceptions may be made by any property owner, tenant, government official, department, board, or bureau. Such application shall be filed with the Zoning Administrator in accordance with rules adopted by the Board of Zoning Appeals. Upon receipt of a complete application for a special exception, the Board of Zoning Appeals shall hold a public hearing after giving notice as provided in Section 15.2-2204, Code of Virginia (1950), as amended. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first class mail rather than by registered or certified mail. In addition to meeting the requirements of Section 15.2-2204, and as a courtesy to the general public, the Zoning Administrator shall erect a sign indicating the nature of the special exception requested, identification of the subject property, and the time, date, and place of such public hearing at least ten (10) business days prior to the public hearing before the Board of Zoning Appeals. Failure by the zoning administrator to comply with the requirement of posting a sign on the subject property shall not be a ground for cancelling, rescheduling or continuing a public hearing at the request of any applicant or interested person or entity on any matter otherwise properly advertised for public hearing in accordance with Section 15.2-2204 of the Code of Virginia (1950), as amended. No decision or recommendation by either the Planning Commission for the City of Roanoke, the City Council for the City of Roanoke or the Board of Zoning Appeals for the City of Roanoke shall be subject to challenge solely on the ground that the zoning administrator failed to comply with the requirement of posting a sign on the subject property. The expense of legal advertisement required by Section 15.2-2204 shall be borne by the applicant. Fees for such advertisements shall be as set forth in the City of Roanoke's Fee Compendium and as adopted by City Council in accordance with Section 15.2-107 of the Code of Virginia (1950), as amended.

* * *

Sec. 36.2-561. Variances.

* * *

(b) Procedures.

- (1) Applications for variances may be made by any property owner, tenant, government official, department, board, or bureau. Such application for a variance shall be filed with the Zoning Administrator. Upon receipt of a complete application for a variance, the Board of Zoning Appeals shall hold a public hearing after giving notice as provided in Section 15.2-2204, Code of Virginia (1950), as amended. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first class mail rather than by registered or certified mail. No variance shall be ~~authorized~~ considered except after such appeal, notice, and public hearing. The expense of legal advertisement shall be borne by the applicant. Fees for such advertisements shall be as set forth in the City of Roanoke's Fee Compendium and as adopted by City Council in accordance with Section 15.2-107 of the Code of Virginia (1950), as amended.

* * *

(c) Standards for considering a variance. Notwithstanding any other provision of law, general or special, a variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and

- (1) the property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance;
- (2) the granting of the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area;
- (3) the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance;
- (4) the granting of the variance does not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property; and
- (5) the relief or remedy sought by the variance application is not available through a special exception process or the process for

modification of a zoning ordinance at the time of the filing of the variance application.

- (c) ~~Standards for considering a variance. Whenever a property owner can show that the owner's property was acquired in good faith and where by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of the ordinance, or where by reason of exceptional topographic conditions or other extraordinary situation or condition of the piece of property, or of the condition, situation, or development of property immediately adjacent thereto, the strict application of the terms of the ordinance would effectively prohibit or unreasonably restrict the utilization of the property or where the board is satisfied, upon the evidence heard by it, that the granting of the variance will alleviate a clearly demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant, provided that all variances shall be in harmony with the intended spirit and purpose of the ordinance.~~

No such variance shall be authorized by the board unless it finds:

- ~~1. That the strict application of the ordinance would produce undue hardship relating to the property;~~
- ~~2. That the hardship is not shared generally by other properties in the same zoning district and the same vicinity; and~~
- ~~3. That the authorization of the variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.~~

~~No variance shall be authorized unless the board finds that the condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance.~~

- (d) Conditions and guarantees. In granting~~authorizing~~ a variance the board may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest, and may require a guarantee or bond to ensure that the conditions imposed are being and will continue to be complied with.
- (e) Conforming status. Notwithstanding any other provision of law, general or special, the property upon which a property owner has been granted a variance shall be treated as conforming for all purposes under state law and the zoning ordinance; however, the structure permitted by the variance may not be expanded unless the expansion is within an area of the site or part of the structure for which no variance is required under the zoning ordinance. Where the expansion is proposed within an area of the site or

part of the structure for which a variance is required, the approval of an additional variance shall be required.

Sec. 36.2-562. Appeals to board of zoning appeals.

* * *

(b) Procedures.

* * *

- (3) Upon receipt of a notice of appeal, the Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal and make its decision within ninety (90) calendar days of the filing of the appeal. Notice of the public hearing shall be given as provided by Section 15.2-2204, Code of Virginia (1950), as amended. However, when giving any required notice to the owners, their agents, or the occupants of abutting property and property immediately across the street or road from the property affected, the Board may give such notice by first-class mail rather than by registered or certified mail. Fees for such advertisements shall be as set forth in the City of Roanoke's Fee Compendium and as adopted by City Council in accordance with Section 15.2-107 of the Code of Virginia (1950), as amended.

* * *

Sec. 36.2-563. Appeals from board of zoning appeals.

* * *

- (d) If, upon the hearing, it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a commissioner to take evidence as it may direct and report the evidence to the court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made. The court may reverse or affirm, wholly or partly, or may modify the decision brought up for review.

* * *

- (f) In the case of an appeal by a person of any decision of the Board of Zoning Appeals that denied or granted an application for a variance, ~~or application for a special exception, the decision of the Board of Zoning Appeals shall be presumed to be correct. The petitioner may rebut that presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision. showing to the satisfaction of the court that the Board of Zoning Appeals applied erroneous principles of law, or where the discretion of the Board of Zoning Appeals is involved, the decision of the Board of Zoning Appeals was plainly wrong and in violation of the purpose and intent of the zoning ordinance.~~

- (g) In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted application for a special exception, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut that presumption by showing to the satisfaction of the court that the board of zoning appeals applied erroneous principles of law, or where the discretion of the board of zoning appeals is involved, the decision of the board of zoning appeals was plainly wrong, was in violation of the purpose and intent of the zoning ordinance, and is not fairly debatable.
- ~~(g)~~(h) Costs shall not be allowed against the Board, unless it shall appear to the court that it acted in bad faith or with malice in making the decision appealed from. In the event the decision of the Board is affirmed and the court finds that the appeal was frivolous, the court may order the person or persons who requested the issuance of the writ of certiorari to pay the costs incurred in making the return of the record pursuant to the writ of certiorari. If the petition is withdrawn subsequent to the filing of the return, the Board may request that the court hear the matter on the question of whether the appeal was frivolous.

* * *

Sec. 36.2-571. Zoning violations.

* * *

- (b) *Procedures upon discovery of violation.* If the Zoning Administrator finds that any provision of this chapter is being violated, the Zoning Administrator shall provide a written notice to the owner or the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it.

* * *

Sec. 36.2-644. Overall tree canopy requirements.

- (a) *Definition of tree canopy.* For purposes of this section, "tree canopy" shall include all areas of coverage by existing plant materials exceeding five (5) feet in height, and the extent of planted tree canopy at maturity shall be based on the "canopy at 20 years" as set forth in Table 642-1. Where an existing tree is not listed in Table 642-1, "canopy at maturity" shall be based on the published reference text, Manual of Woody Landscape Plants, fifth edition, 1998, by Michael A. Dirr.
- (b) *Applicability.*
 - (1) This section shall apply to any development that requires submission of a comprehensive development plan or a basic

development plan, except that: ~~dedicated school sites, playing fields, and other nonwooded recreation areas, and other facilities and uses of a similar nature, shall be exempt from the requirements of this section.~~

- (A) Dedicated school sites, playing fields, and other nonwooded recreation areas, and other facilities and uses of a similar nature, shall be exempt from the requirements of this section.
- (B) Construction of an addition to or accessory structure associated with an existing single family or two-family dwelling, provided that no required trees are removed as part of the project, shall be exempt from the requirements of this section.

* * *

Sec. 36.2-645. ~~Street yard trees.~~-(Reserved)

~~Deciduous trees, as set forth in Section 36.2-642, Table 642-1, shall be provided between the building line and any street right-of-way when such building line is twenty five (25) feet or more from the abutting street right-of-way. One (1) such tree shall be provided for each fifty (50) feet of lot frontage, or portion thereof, exclusive of any perimeter parking area landscaping strips as required in Section 36.2-648(b)(5).~~

Table 652-2. Required Parking Spaces

Use	Minimum Number of Parking Spaces Required Calculated as 1 Space for Each Specified Unit	Maximum Parking
-----	--	--------------------

* * *

Public, Institutional or Community Facilities

* * *

Community garden	None	∞
------------------	------	---

* * *

Sec. 36.2-653. Maximum parking.

* * *

- (d) Maximum parking standards may be exceeded with the approval of the Board of Zoning Appeals, subject to the following provisions:

* * *

- (3) The total number of parking spaces created for any use shall be established by the Board, but in no case shall the total number of parking spaces provided exceed two hundred (200) ~~one hundred seventy five (175)~~ percent of the minimum number of spaces required; and

* * *

Sec. 36.2-654. Parking and loading area standards.

* * *

- (b) *Construction and location standards.* Parking and loading areas shall comply with the construction standards listed below and as shown in Table 654.1:

* * *

- ~~(5) In the Neighborhood Design Overlay District (ND), no parking spaces, if provided, shall be permitted between the right-of-way of a street and the principal building. In the case of a corner lot, this regulation shall only apply to the street frontage containing the primary building façade.~~
- (6)(5) In any PUD District, the parking and loading area standards will be established on the development plan.

Table 654-1. Parking and Loading Area Standards

* * *

Dimensional Standards:

* * *

Front yard coverage:	30 percent of the lot area	No maximum
Maximum area of driveways and parking areas in established front yard	between the right-of-way and the building line	
	Exception:	
	The maximum area specified shall not apply to any areas where a permeable paver system is used.	
Width: Cumulative width of all driveway entrances at frontage	Cumulative width of driveway entrances shall not exceed 30 percent of the lot frontage	Cumulative width of driveway entrances shall not exceed 30 percent of the lot frontage
	Exception:	Exception:
	Exception:	18 feet minimum width for all lots
	10 feet minimum width for all lots	
	The maximum width specified shall not apply to any areas where a permeable paver system is used.	

Width: Minimum individual driveway width (applies between right-of-way and building line)	10 feet 7 feet	R-12, R-7, R-5, R-3, R-A, RM-1
	Exception: Actual paved width of driveway may be reduced to 8.5 feet for solid paving and 7 feet for ribbon driveways (width considered 10 feet for purpose of calculations)	One way: 10 feet Two way: 18 feet
Width: Maximum individual driveway width (applies between right-of-way and building line)	20 feet or half of the front lot line length, whichever is less	RM-2, RMF, all multiple purpose districts One way: 12 feet Two way: 15 feet
	Exceptions: For lots having a primary street frontage of 90 feet or greater, the maximum width shall be 30 feet.	Industrial districts One way: 12 feet Two way: 18 feet
	Maximum driveway width shall not apply to any areas where a permeable paver system is used.	R-12, R-7, R-5, R-3, R-A, RM-1 One way: 12 feet Two way: 24 feet
		RM-2, RMF, all multiple purpose districts One way: 15 feet Two way: 24 feet
		Industrial districts One way: 18 feet Two way: 30 feet

* * *

Table 668-1. Type, Number, and Size of On-Premises Signs

District	Type Permitted	Maximum Number of Signs	Maximum Sign Area	Maximum Sign Area	Maximum Height	Permitted Characteristics
* * *						
CLS	Freestanding	1 sign structure per 200 linear feet of lot frontage. 1 additional sign for each additional 200 feet of lot frontage up to 4 signs	1 sf per lf of lot frontage	150 sf per sign structure	25 ft	Illuminated Changeable copy Electronic readerboard

District	Type Permitted	Maximum Number of Signs	Maximum Sign Area	Maximum Sign Area	Maximum Height	Permitted Characteristics
CLS	Building-mounted	None	32 sf plus 1 sf per lf of building face or storefront over 32 lf, plus additional area per § 36.2-677	None	Not Applicable	Illuminated Changeable copy Electronic readerboard
	Upper-story	None	10% of façade area, maximum 300 sf	None	Not Applicable	Illuminated
* * *						

Sec. 36.2-669. Changeable copy signs and electronic readerboard signs.

* * *

- (b) Electronic readerboard signs shall be subject to these requirements:

* * *

- (3) An electronic readerboard in a CN, D, IN, or CG District shall not exceed twenty-five (25) square feet in sign area.

* * *

Sec. 36.2-675. Outdoor advertising signs.

* * *

- (g) Any outdoor advertising sign for which a building permit was issued in accordance with this chapter prior to VDOT certification of this article, but which could not be permitted by VDOT due to the absence of such certification, shall be permitted when such certification is obtained.

* * *

Sec. 36.2-834. Quorum and vote.

* * *

- (c) The board shall offer an equal amount of time in a hearing on any case to the applicant, appellant or other person aggrieved that it offers to the staff of the City of Roanoke.

* * *

Sec. 36.2-836. Rules and records.

* * *

- (d) Ex parte communications, proceedings.
 - (1) The non-legal staff of the governing body may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. The applicant, landowner or his agent or attorney may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. If any ex parte discussion of facts or law in fact occurs, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication. For purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussions prior to a public meeting to which staff of the governing body, the applicant, landowner or his agent or attorney are all invited.
 - (2) Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other aggrieved person, as soon as practicable thereafter, but in no event more than three business days of providing such materials to a member of the board. If the applicant, appellant or other aggrieved person requests additional documents or materials be provided by the locality other than those materials provided to the board, such request shall be made pursuant to Section 2.2-3704 of the Code of Virginia (1950), as amended. Any such materials furnished to a member of the board shall also be made available for public inspection pursuant to subsection F of Section 2.2-3707 of the Code of Virginia, (1950), as amended.
 - (3) For the purposes of this section, “non-legal staff of the governing body” means any staff who is not in the Office of the City Attorney for the City of Roanoke, or for the board, or who is appointed by special law or pursuant to Section 15.2-1542 of the Code of Virginia (1950), as amended. Nothing in this section shall preclude the board from having ex parte communications with any attorney or staff of any attorney where such communication is

protected by the attorney-client privilege or other similar privilege or protection of confidentiality.

- (4) This section shall not apply to cases where an application for a special exception has been filed pursuant to Section 36.2-560.

Sec. 36.2-837. Powers and duties.

- (a) Appeals to the Board. The Board shall have the power to hear and decide appeals from any order, requirement, decision, or determination made by the Zoning Administrator in the administration or enforcement of this chapter, pursuant to the procedures of Section 36.2-562. The decision on such appeal shall be based on the board's judgment of whether the zoning administrator was correct. The determination of the zoning administrator shall be presumed to be correct. At a hearing on an appeal, the zoning administrator shall explain the basis for his or her determination after which the appellant has the burden of proof to rebut such presumption of correctness by a preponderance of the evidence. The board shall consider any applicable ordinances, laws, and regulations in making its decision. For purposes of this section, determination means any order, requirement, decision or determination made by the zoning administrator. Any appeal of a determination to the board shall be in compliance with this section, notwithstanding any other provision of law, general or special.
- (b) *Variances.* Notwithstanding any other provision of law, general or special, the Board shall have the power to authorize variances from the terms of this chapter, pursuant to the procedures and standards set forth in Section 36.2-561. The burden of proof shall be on the applicant to prove by a preponderance of the evidence that his application meets the standards for a variance as defined in Appendix A and the criteria set forth in Section 36.2-561.

* * *

Sec. 36.2-841. Powers and duties.

* * *

- (c) Modifications. The Zoning Administrator shall have the authority to grant a modification from any provision of this chapter with respect to physical requirements on a lot, including but not limited to size, height, location, or features of or related to any building, structure, or improvements, pursuant to the procedures and standards set forth below.

* * *

- (3) The Zoning Administrator shall authorize a modification only if the Zoning Administrator finds in writing all three (3) of the following:
- (A) That the strict application of this chapter would unreasonably restrict the utilization of the property~~produce undue hardship relating to the property;~~
 - (B) That such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and
 - (C) That the authorization of such modification will not be of substantial detriment to adjacent property and that the character of the zoning district will not be changed by the granting of the modification.

Appendix A. Definitions

* * *

Campground: an establishment that provides campsites for temporary occupancy by recreational vehicles, tents, or other such enclosures designed as temporary living quarters, and that provides on-site restroom and bathing facilities.

* * *

Homestay: an establishment that offers for compensation a portion of any dwelling unit for overnight stays to guests, and not meeting the definition of a bed and breakfast.

* * *

Variance: a reasonable deviation from those provisions regulating the shape, size or area of a lot or parcel of land, or the size, height, area, bulk or location of a building or structure when the strict application of the zoning ordinance would unreasonably restrict the utilization of the property,~~result in unnecessary or unreasonable hardship to the property owner,~~ and such need for a variance would not be shared generally by other properties. and provided such variance is not contrary to the ~~intended spirit and purpose of the ordinance, and would result in substantial justice being done.~~ It shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning.

* * *

Appendix B. Submittal requirements

* * *

B-1. Basic Development Plan

* * *

- (b) A basic development plan submitted for approval shall include a completed application form, accompanied by payment of the required fees, and three (3) copies of a survey plot plan or a basic site plan drawing outlining the following information:

* * *

- (10) Delineation of all landscaping required pursuant to the regulations of Article 4 and Article 6 of this chapter, including:

- (A) Location, size, and description of all required planting areas and planting materials; however, such details on required tree canopy need not be specified and may be substituted by a statement on the plan indicating the amount (square feet) of required overall tree canopy to be provided before a certificate of occupancy is issued.

* * *

- 2. This ordinance shall take effect July 1, 2015.

- 3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: June 15, 2015
Subject: Authorization of FY 2016 Bond Issuance and Appropriation of Funds for Capital Projects

Background:

On May 11, 2015, City Council approved the Capital Improvement Program (CIP) Update for FY 2016-2020. The CIP included planned bond issuance in FY 2016 in the amount of \$26,147,000 for the following projects:

- School Facility Maintenance and Improvements - \$8,500,000
Funding provides for Stadium Turf replacement, construction of classrooms and gymnasiums or multi-purpose rooms, and various other school improvements.
- Bridge Renovation - \$5,650,000
Funding provides for identified bridge renovation projects.
- Library Master Plan - \$3,577,000
Funding provides for Williamson Road branch renovation, as well as planning and design work for the Melrose branch.
- Parks and Recreation Master Plan - \$1,000,000
Funding provides for priority Parks and Recreation Master Plan projects.
- Berglund Center (Civic Center) Improvements - \$1,500,000
Funding provides for prioritized capital improvements within the Berglund Center (Civic Center) complex.
- Storm Drain System Improvements - \$1,920,000
Funding provides for addressing prioritized neighborhood stormwater drain projects throughout the city.
- Curb, Gutter and Sidewalk Program - \$1,000,000
Funding provides for prioritized curb, gutter and sidewalk projects.

- Passenger Rail Infrastructure - \$2,500,000
Funding provides for infrastructure improvements to support the passenger rail platform.
- Streetscape Improvements - \$500,000
Funding provides for prioritized street scape projects.

Considerations:

City Council authorization is required for the issuance of bonds to provide funding for the projects listed below:

Public Schools	\$8,500,000
Public Libraries	3,577,000
Parks and Recreation	1,000,000
Bridge Renovation Projects	5,650,000
Stormwater Management Projects	1,920,000
Berglund Center (Civic Center) Improvements	1,500,000
Curbs, Gutter and Sidewalk Improvements	1,000,000
Rail Passenger Infrastructure Improvements	2,500,000
Streetscape Improvements	500,000
Total	\$26,147,000

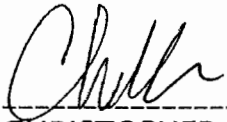
On January 5, 2015, Council approved the advance appropriation of the FY 2016 debt issuance for a portion of the Schools anticipated need as well as the Berglund Center (Civic Center) to facilitate construction and costs savings. The advance appropriation was \$5.5 million for Schools and \$1.0 million for the Berglund Center (Civic Center). The amount to be advanced appropriated with Council's approval for the 2016 issuance will be net of the previous appropriations or \$19,647,000.

In order to provide sufficient flexibility to support bond issuance in the event of a premium on the sale of bonds, authorization of issuance of up to \$27 million is recommended by the City's financial advisor, Public Financial Management (PFM).

Recommended Action:

Hold a public hearing on the issuance of general obligation public improvement bonds. Following the public hearing, adopt the accompanying resolution authorizing the issuance of bonds up to \$27 million for the projects previously referenced. This resolution shall include language declaring the City's intent to reimburse itself from the proceeds of these bonds.

Adopt the accompanying budget ordinance to appropriate, in advance of issuance, Series 2016 bond funding in the amount of \$19,647,000 to project accounts to be established by the Director of Finance in the Capital Projects, Stormwater and Civic Center Funds.



CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officers
Rita D. Bishop, Superintendent, Roanoke City Public Schools
Donald G. Gurney, Bond Counsel, Hawkins Delafield & Wood
LLP
Kevin Rotty, Managing Director, Public Financial Management
Inc.
Robyn Schon, Global Spectrum General Manager, Berglund
Center

Handwritten initials

A.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TWENTY-SEVEN MILLION DOLLARS (\$27,000,000) PRINCIPAL AMOUNT OF GENERAL OBLIGATIONS OF THE CITY OF ROANOKE, VIRGINIA, IN THE FORM OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, IMPROVEMENT, EXTENSION, ENLARGEMENT AND EQUIPPING OF VARIOUS PUBLIC IMPROVEMENT PROJECTS OF AND FOR THE CITY (INCLUDING RELATED DESIGN AND ARCHITECTURAL AND ENGINEERING SERVICES); FIXING THE FORM, DENOMINATION AND CERTAIN OTHER DETAILS OF SUCH BONDS; PROVIDING FOR THE SALE OF SUCH BONDS, TOGETHER WITH OTHER GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT RELATING TO SUCH BONDS AND THE DISTRIBUTION THEREOF AND THE EXECUTION OF A CERTIFICATE RELATING TO SUCH OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE RELATING TO SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF A LIKE PRINCIPAL AMOUNT OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE AND SALE OF SUCH BONDS; DELEGATING TO THE CITY MANAGER AND THE DIRECTOR OF FINANCE CERTAIN POWERS WITH RESPECT TO THE SALE AND DETERMINATION OF THE DETAILS OF SUCH BONDS AND NOTES; AND OTHERWISE PROVIDING WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS AND NOTES

WHEREAS, in the judgment of the Council (the "Council") of the City of Roanoke, Virginia (the "City"), it is desirable (i) to authorize the City to contract a debt and to authorize the issuance of not to exceed \$27,000,000 principal amount of general obligations of the City, in the form of General Obligation Public Improvement Bonds of the City, for the purpose of providing funds to pay the costs of the acquisition, construction, reconstruction, improvement, extension, enlargement and equipping of various public improvement projects of and for the City (including related design and architectural and engineering services), (ii) to authorize the issuance of a like principal amount of General Obligation Public Improvement Bond Anticipation Notes in anticipation of the issuance of such Bonds and (iii) to authorize the sale of such Bonds, together with other previously authorized general obligation public improvement bonds of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

SECTION 1. (a) Pursuant to Chapter 26 of Title 15.2 of the Code of Virginia, 1950, as amended, the same being the Public Finance Act of 1991 (the "Public Finance Act of 1991"), for the purpose of providing net proceeds of sale (after taking into account costs of issuance, underwriting compensation and original issue discount) to pay the costs of the acquisition, construction, reconstruction, improvement, extension, enlargement and equipping of various public improvement projects of and for the City (including related design and architectural and engineering services) as set forth in Section 7, the City is authorized to contract a debt and to issue not to exceed \$27,000,000 principal amount of general obligation bonds of the City to be designated and known as the "City of Roanoke, Virginia, General Obligation Public Improvement Bonds" (referred to herein as the "Bonds").

(b) The Bonds shall be issued and sold in their entirety at one time, or from time to time in part in series, as shall be determined by the Director of Finance. There shall be added to the designation of the Bonds a series designation determined by the Director of Finance. The Bonds shall be issued in fully registered form in the denomination of \$5,000 each or any integral multiple thereof. The Bonds of a given series shall be numbered from No. R-1 upwards in order of issuance. The Bonds shall bear interest from their date payable on such date and semiannually thereafter as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8. The Bonds of each series shall be issued in such aggregate principal amounts (not exceeding the aggregate principal amount specified in Section 1(a)); and shall mature on such dates and in such years (but in no event exceeding forty (40) years from their date or dates), and in the principal amount in each such year, as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

(c) The Bonds (or portions thereof in installments of \$5,000) shall be subject to redemption at the option of the City prior to their stated maturities, in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity to be redeemed shall be selected by lot), upon payment of such redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with the interest accrued thereon to the date fixed for the redemption thereof, as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8.

(d) (i) If any Bond (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such Bond, the date and place or places fixed for its redemption, and if less than the entire principal amount of such Bond is to be redeemed, that such Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new Bond or Bonds issued equalling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the registered owner thereof at the address

of such registered owner as it appears on the books of registry kept by the Registrar and Paying Agent as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of any Bond shall have been given as aforesaid, and payment of the principal amount of such Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest payable upon such redemption shall have been duly made or provided for, interest thereon shall cease to accrue from and after the date so specified for the redemption thereof.

(ii) Any notice of the optional redemption of the Bonds may state that it is conditioned upon there being on deposit with the City on the date fixed for the redemption thereof an amount of money sufficient to pay the redemption price of such Bonds, together with the interest accrued thereon to the date fixed for the redemption thereof, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of such Bonds, together with the interest accrued thereon, is due and payable if any such condition so specified is not satisfied. If a redemption of any Bonds does not occur after a conditional notice is given due to there not being on deposit with the City a sufficient amount of money to pay the redemption price of such Bonds, together with the interest accrued thereon to the date fixed for the redemption thereof, the corresponding notice of redemption shall be deemed to be revoked.

(iii) So long as the Bonds are in book-entry only form, any notice of redemption shall be given only to The Depository Trust Company, New York, New York ("DTC"), or to its nominee. The City shall not be responsible for providing any beneficial owner of the Bonds any notice of redemption.

SECTION 2. The full faith and credit of the City shall be and is irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due. In each year while the Bonds, or any of them, are outstanding and unpaid, the Council shall be authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and interest on the Bonds to the extent other funds of the City are not lawfully available and appropriated for such purpose.

SECTION 3. (a) The Bonds shall be executed, for and on behalf of the City, by the manual or facsimile signature of the Mayor and shall have a facsimile of the corporate seal of the City imprinted thereon, attested by the manual or facsimile signature of the City Clerk.

(b) The Director of Finance is hereby authorized to appoint a Registrar and Paying Agent for the Bonds (the "Registrar and Paying Agent").

(c) The Director of Finance shall direct the Registrar and Paying Agent to authenticate the Bonds and no Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication endorsed on each Bond shall have been manually executed by an authorized signatory of the Registrar and Paying Agent. Upon the authentication of any Bonds the Registrar and Paying Agent shall insert in the certificate of authentication the date as of which such Bonds are authenticated as follows: (i) if a Bond is authenticated prior to the first

interest payment date, the certificate shall be dated as of the date of the initial issuance and delivery of the Bonds of the series of Bonds of which such Bond is one, (ii) if a Bond is authenticated upon an interest payment date, the certificate shall be dated as of such interest payment date, (iii) if a Bond is authenticated after the fifteenth (15th) day of the calendar month next preceding an interest payment date and prior to such interest payment date, the certificate shall be dated as of such interest payment date and (iv) in all other instances the certificate shall be dated as of the interest payment date next preceding the date upon which the Bond is authenticated. In the event the Bonds of any series shall be dated as of a date other than the first day of a calendar month or the dates on which interest is payable on such series are other than the first days of calendar months, the provisions of this Section 3(c) with regard to the authentication of such Bonds and of Section 9 with regard to the form of such Bonds shall be modified as the Director of Finance shall determine to be necessary or appropriate.

(d) The execution and authentication of the Bonds in the manner set forth above is adopted as a due and sufficient authentication of the Bonds.

SECTION 4. (a) The principal of and interest on the Bonds shall be payable in such coin or currency of the United States of America as at the respective dates of payment thereof is legal tender for public and private debts. The principal of the Bonds shall be payable upon presentation and surrender thereof at the office of the Registrar and Paying Agent. Interest on the Bonds shall be payable by check mailed by the Registrar and Paying Agent to the registered owners of such Bonds at their respective addresses as such addresses appear on the books of registry kept pursuant to this Section 4; *provided, however*, that so long as the Bonds are in book-entry form and registered in the name of Cede & Co., as nominee of DTC, or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, interest on the Bonds shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer.

(b) At all times during which any Bond of any series remains outstanding and unpaid, the Registrar and Paying Agent for such series shall keep or cause to be kept at its office books of registry for the registration, exchange and transfer of Bonds of such series. Upon presentation at its office for such purpose the Registrar and Paying Agent, under such reasonable regulations as it may prescribe, shall register, exchange or transfer, or cause to be registered, exchanged or transferred, on the books of registry the Bonds as hereinbefore set forth.

(c) The books of registry shall at all times be open for inspection by the City or any duly authorized officer thereof.

(d) Any Bond may be exchanged at the office of the Registrar and Paying Agent for such series of Bonds for a like aggregate principal amount of such Bonds in other authorized principal sums of the same series, interest rate and maturity.

(e) Any Bond of any series may, in accordance with its terms, be transferred upon the books of registry by the registered owner of such Bond in person or by the duly authorized attorney for such registered owner, upon surrender of such Bond to the Registrar and Paying Agent for cancellation, accompanied by a written instrument of transfer duly executed by

the registered owner in person or by the duly authorized attorney for such registered owner, in form satisfactory to the Registrar and Paying Agent.

(f) All transfers or exchanges pursuant to this Section 4 shall be made without expense to the registered owners of such Bonds, except as otherwise herein provided, and except that the Registrar and Paying Agent for such series of Bonds shall require the payment by the registered owner of the Bond requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All Bonds surrendered pursuant to this Section 4 shall be cancelled.

(g) (i) The Bonds shall be issued in full book-entry form. One Bond representing each maturity of the Bonds will be issued to and registered in the name of Cede & Co., as nominee of DTC, as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased.

(ii) Principal and interest payments on the Bonds will be made by the Registrar and Paying Agent to DTC or its nominee, Cede & Co., as registered owner of the Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Bonds. Transfers of principal and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Bonds.

(iii) The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Bonds.

SECTION 5. (a) CUSIP identification numbers may be printed on the Bonds, but no such number shall constitute a part of the contract evidenced by the particular Bond upon which it is printed; no liability shall attach to the City or any officer or agent thereof (including any paying agent for the Bonds) by reason of such numbers or any use made thereof (including any use thereof made by the City, any such officer or any such agent) or by reason of any inaccuracy, error or omission with respect thereto or in such use; and any inaccuracy, error or omission with respect to such numbers shall not constitute cause for failure or refusal by the successful bidder or purchaser to accept delivery of and pay for the Bonds in accordance with the terms of its bid. All expenses in connection with the assignment and printing of CUSIP numbers on the Bonds shall be paid by the City; *provided, however*, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of the successful bidder for or purchaser of the Bonds.

(b) A copy of the final legal opinion with respect to the Bonds, with the name of the attorney or attorneys rendering the same, together with a certification of the City Clerk, executed by a facsimile signature of that officer, to the effect that such copy is a true and complete copy (except for letterhead and date) of the legal opinion which was dated as of the date of delivery of and payment for the Bonds, may be printed on the Bonds.

SECTION 6. To the extent it shall be contemplated at the time of their issuance that the interest on any Bonds issued hereunder shall be excludable from gross income for purposes of federal income taxation, the City covenants and agrees that it shall comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated under such Sections 103 and 141-150 so long as any such Bonds are outstanding.

SECTION 7. The net proceeds of the sale of the Bonds authorized for issuance in the principal amount of not to exceed \$27,000,000 in Section 1(a) (after taking into account costs of issuance, underwriting compensation and original issue discount) shall be applied to the payment of the cost of the following public improvement projects of and for the City in substantially the following respective amounts:

<u>Purpose</u>	<u>Amount</u>
Public Schools	\$8,500,000
Public Libraries	3,577,000
Parks and Recreation	1,000,000
Bridge Renovation Projects	5,650,000
Stormwater Management Projects	1,920,000
Berglund Center (Civic Center) Improvement Projects	1,500,000
Curbs, Gutter and Sidewalk Improvement Projects	1,000,000
Rail Passenger Infrastructure Improvement Projects	2,500,000
Streetscape Improvement Projects	<u>500,000</u>
Total	\$26,147,000

If any project set forth above shall require less than the entire respective amount so set forth, the difference may be applied to any of the other projects so set forth.

SECTION 8. (a) The Bonds shall be sold at negotiated or competitive sale on such date or dates and at such price or prices as shall be determined by the City Manager and the Director of Finance.

(b) If the Bonds are sold at competitive sale, the Director of Finance is hereby authorized to prepare and distribute, or to cause to be prepared and distributed, via electronic dissemination or otherwise, a Preliminary Official Statement and an Official Notice of Sale relating to the Bonds. In preparing the Official Notice of Sale relating to the Bonds, the Director of Finance is hereby authorized to provide that bids for the purchase of the Bonds may be received by electronic bidding.

(c) If the Bonds are sold at competitive sale, the City Manager and the Director of Finance, without further action by the Council, (i) are hereby authorized to determine the dated date of the Bonds of each series, the dates the Bonds of each series shall mature, the dates on which interest on the Bonds shall be payable, the aggregate principal amount of the Bonds of each series and the principal amount of the Bonds of each series maturing in each year and (ii) are hereby further authorized to receive bids for the purchase of the Bonds of each series and to accept the bid offering to purchase the Bonds of each series at the lowest true interest cost to the City; *provided, however*, in no event shall the true interest cost to the City with respect to the Bonds of any series exceed six percent (6.00%). The City Manager and the Director of Finance are further authorized to fix the rates of interest to be borne by the Bonds of each maturity of each series as specified in the bid accepted by them in accordance with the immediately preceding sentence. The City Manager and the Director of Finance are hereby authorized to determine the provisions relating to the redemption of the Bonds upon the advice of the City's financial advisor; *provided, however*, in no event shall any redemption premium payable by the City exceed two percent (2.00%).

(d) If the Bonds are sold at negotiated sale, the City Manager and the Director of Finance, without further action of the Council, (i) are hereby authorized to determine the dated date of the Bonds of each series, the dates the Bonds of each series shall mature, the dates on which interest on the Bonds shall be payable, the aggregate principal amount of the Bonds of each series and the principal amount of the Bonds of each series maturing in each year and (ii) are hereby authorized to select the underwriters of the Bonds (the "Underwriters") and to sell the Bonds in one or more series in accordance herewith to the Underwriters. If the Bonds are sold at negotiated sale, the Bonds shall bear interest at such rates per annum as shall be approved by the City Manager and the Director of Finance; *provided, however*, in no event shall the true interest rate for the Bonds of any series exceed six percent (6.00%). The City Manager and the Director of Finance are further authorized to fix the rates of interest to be borne by the Bonds of each maturity of each series as negotiated with the Underwriters in accordance with the immediately preceding sentence. The City Manager and the Director of Finance are hereby authorized to determine the provisions relating to the redemption of the Bonds upon the advice of the City's financial advisor; *provided, however*, in no event shall any redemption premium payable by the City exceed two percent (2.00%). Either or both of the City Manager and the Director of Finance are authorized to execute and deliver to the Underwriters one or more Bond Purchase Contracts relating to the sale of the Bonds by the City to the Underwriters.

(e) The Mayor is hereby authorized and directed to execute and deliver to the purchasers of the Bonds an Official Statement of the City relating to the Bonds, in substantially the form of the Preliminary Official Statement relating to the Bonds, after the same has been completed by the insertion of the maturities, interest rates and other details of the Bonds and by making such other insertions, changes or corrections as the Mayor, based on the advice of the City's financial advisor and legal counsel (including the City Attorney and Bond Counsel), deems necessary or appropriate; and this Council hereby authorizes the Official Statement and the information contained therein to be used by the purchasers in connection with the sale of the Bonds. The Preliminary Official Statement is "deemed final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). The City Manager and the Director of Finance are hereby authorized and directed to execute on behalf of the City and deliver to the purchasers a

certificate in substantially the form to be included in the Official Statement under the caption "Certificate Concerning Official Statement".

(f) The City Manager and the Director of Finance are hereby authorized to execute and deliver to the purchasers of the Bonds a Continuing Disclosure Certificate relating to the Bonds evidencing the City's undertaking to comply with the continuing disclosure requirements of Paragraph (b)(5) of Rule 15c2-12 in such form as shall be approved by the City Manager and the Director of Finance upon advice of counsel (including the City Attorney and Bond Counsel), such approval to be conclusively evidenced by their execution thereof.

(g) All actions and proceedings heretofore taken by this Council, the City Manager, the Director of Finance and the other officers, employees, agents and attorneys of and for the City in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

SECTION 9. The Bonds, the certificate of authentication of the Registrar and Paying Agent, and the assignment endorsed on the Bonds, shall be in substantially the forms set forth in Exhibit A attached hereto.

SECTION 10. General obligation public improvement bond anticipation notes (the "Notes") are authorized for issuance and sale by the City Manager and the Director of Finance in anticipation of the issuance of the general obligation bonds authorized for issuance herein. Such Notes shall be sold at competitive or negotiated sale at such price or prices and on such other terms and conditions as shall be determined by the City Manager and the Director of Finance. The City Manager and the Director of Finance (i) are hereby authorized to determine the dated date of the Notes of each series, the dates the Notes of each series shall mature, the dates on which interest on the Notes shall be payable, the aggregate principal amount of the Notes of each series and the principal amount of the Notes of each series maturing in each year and (ii) are hereby further authorized to receive bids for the purchase of the Notes of each series if sold at competitive sale or proposals for the purchase of the Notes of each series if sold at negotiated sale and, without further action of the Council, to accept the bid or proposal offering to purchase the Notes of each series at the lowest true interest cost to the City; *provided, however*, in no event shall the true interest cost to the City with respect to the Notes of any series exceed six percent (6.00%). The City Manager and the Director of Finance are further authorized to fix the rates of interest to be borne by the Notes of each maturity of each series as specified in the bid or proposal accepted by them in accordance with the immediately preceding sentence. The City Manager and the Director of Finance are hereby authorized to determine the provisions relating to the redemption of the Notes upon the advice of the City's financial advisor; *provided, however*, in no event shall any redemption premium payable by the City exceed two percent (2.00%). If such Notes are offered for competitive sale, an Official Notice of Sale of such Notes shall be prepared, published and distributed in accordance with the requirements of Section 8. If such Notes are publicly offered, there may also be prepared and distributed a Preliminary Official Statement and a final Official Statement relating to such Notes in such form as shall be approved by the Director of Finance. The issuance and details of such Notes shall be governed by the provisions of Section 15.2-2628 of Title 15.2, Chapter 26, Article 2 of the Code of Virginia, 1950, as amended. The provisions of Sections 2 and 6 shall apply to such Notes to the same extent the same apply to the Bonds except, in the case of the provisions of Section 2,

only to the extent such Notes are not paid from the proceeds of the Bonds or from any other available funds. Bonds in anticipation of which such Notes are issued pursuant to this Section 10 may be issued and sold in accordance with the provisions of this Resolution at any time within five (5) years of the date of issuance of the first Notes issued in anticipation of such Bonds.

SECTION 11. The Council hereby authorizes the City to make expenditures for the purpose for which the Bonds are to be issued in advance of the issuance and receipt of the proceeds of the Bonds and to reimburse such expenditures from the proceeds of the Bonds. The adoption of this Resolution shall be considered an "official intent" within the meaning of Treasury Regulation Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

SECTION 12. The City Clerk is hereby directed to file a copy of this Resolution, certified by such City Clerk to be a true copy hereof, with the Circuit Court of the City of Roanoke, Virginia, all in accordance with Section 15.2-2607 of the Code of Virginia, 1950 as amended.

SECTION 13. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed.

EXHIBIT A

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
CITY OF ROANOKE
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND
SERIES _____**

REGISTERED

REGISTERED

No. R-__

\$ _____

**MATURITY
DATE: _____**

**INTEREST
RATE: _____**

DATE OF BOND:

CUSIP NO.:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

DOLLARS

THE CITY OF ROANOKE, in the Commonwealth of Virginia (the "City"), for value received, acknowledges itself indebted and hereby promises to pay to the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above) (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of the redemption price duly made or provided for), the Principal Sum (specified above), and to pay interest on such Principal Sum on _____ and semiannually on each _____ and _____ thereafter (each such date is hereinafter referred to as an "interest payment date"), from the date hereof or from the interest payment date next preceding the date of authentication hereof to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such interest payment date, or unless such date of authentication is within the period from the sixteenth (16th) day to the last day of the calendar month next preceding the following interest payment date, in which case from such following interest payment date, such interest to be paid until the maturity or redemption hereof at the Interest Rate (specified above) per annum, by check mailed by the Registrar and Paying Agent hereinafter mentioned to the Registered Owner in whose name this Bond is registered upon the books of registry, as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date; *provided, however*, that so long as this Bond is in book-entry only form and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, interest on this Bond shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer. Interest on this Bond shall be calculated on the basis of a three hundred sixty (360) day

year comprised of twelve (12) thirty (30) day months. The principal of this Bond is payable upon presentation and surrender hereof, at the office of _____, as the Registrar and Paying Agent, in the City of _____, _____. Principal of and interest on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for public and private debts.

This Bond is one of an issue of Bonds of like date, denomination and tenor except as to number, interest rate and maturity, which is issued for the purpose of providing funds to pay the costs of the acquisition, construction, reconstruction, improvement, extension, enlargement and equipping of various public improvement projects of and for the City (including related design and architectural and engineering services), under and pursuant to and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, including Chapter 26 of Title 15.2 of the Code of Virginia, 1950, as amended (the same being the Public Finance Act of 1991), and resolutions and other proceedings of the Council of the City duly adopted and taken under the Public Finance Act of 1991.

The Bonds of the issue of which this Bond is one (or portions thereof in installments of \$5,000) maturing on and after _____ 1, 20__ are subject to redemption at the option of the City prior to their stated maturities, on or after _____ 1, 20__, in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity to be redeemed shall be selected by lot), upon payment of a redemption price equal to the principal amount of the Bonds to be redeemed, together with the interest accrued thereon to the date fixed for the redemption thereof.

The Bonds of the issue of which this Bond is one maturing on _____, ____ are subject to mandatory sinking fund redemption on _____, ____ and on _____ of each year thereafter and to payment at maturity on _____, ____ in the principal amounts in each year set forth below, in the case of redemption with the particular Bond or Bonds maturing on _____, ____ or portions thereof to be redeemed to be selected by lot, upon payment of the principal amount of the Bonds maturing on _____, ____ to be redeemed, together with the interest accrued on the principal amount to be redeemed to the date fixed for the redemption thereof:

Year

Principal Amount

The City, at its option, may credit against such mandatory sinking fund redemption requirement the principal amount of any Bonds maturing on _____, ____ which have been purchased and cancelled by the City or which have been redeemed and not theretofore applied as a credit against such mandatory sinking fund redemption requirement.

If this Bond is redeemable and this Bond (or any portion of the principal amount hereof in installments of \$5,000) shall be called for redemption, notice of the redemption hereof, specifying the date, number and maturity of this Bond, the date and place or places fixed for its redemption, and if less than the entire principal amount of this Bond is to be redeemed, that this Bond must be surrendered in exchange for the principal amount hereof to be redeemed and a new Bond or Bonds issued equalling in principal amount that portion of the principal amount hereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the Registered Owner hereof at the address of such Registered Owner as it appears on the books of registry kept by the Registrar and Paying Agent as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of this Bond (or the portion of the principal amount hereof to be redeemed) shall have been given as aforesaid, and payment of the principal amount of this Bond (or the portion of the principal amount hereof to be redeemed) and of the accrued interest payable upon such redemption shall have been duly made or provided for, interest hereon shall cease to accrue from and after the date so specified for the redemption hereof.

Any notice of the optional redemption of this Bond may state that it is conditioned upon there being on deposit with the City on the date fixed for the redemption hereof an amount of money sufficient to pay the redemption price of this Bond, together with the interest accrued thereon to the date fixed for the redemption hereof, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of this Bond, together with the interest accrued thereon, is due and payable if any such condition so specified is not satisfied. If a redemption of this Bond does not occur after a conditional notice is given due to there not being on deposit with the City a sufficient amount of money to pay the redemption price of this Bond, together with the interest accrued thereon to the date fixed for the redemption hereof, the corresponding notice of redemption shall be deemed to be revoked.

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the issue of which this Bond is one, this Bond may be exchanged at the office of the Registrar and Paying Agent for a like aggregate principal amount of Bonds of other authorized principal amounts and of the same issue, interest rate and maturity. This Bond is transferable by the Registered Owner hereof, in person or by the attorney for such Registered Owner duly authorized in writing, on the books of registry kept by the Registrar and Paying Agent for such purpose at the office of the Registrar and Paying Agent but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, and upon the surrender hereof for cancellation. Upon such transfer a new Bond or Bonds of authorized denominations and of the same aggregate principal amount, issue, interest rate and maturity as the Bond surrendered, will be issued to the transferee in exchange herefor.

This Bond shall not be valid or obligatory unless the certificate of authentication hereon shall have been manually signed by the Registrar and Paying Agent.

The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on this Bond as the same become due. In each year

while this Bond is outstanding and unpaid, the Council of the City shall be authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay the principal of and interest on this Bond to the extent other funds of the City are not lawfully available and appropriated for such purpose.

It is certified, recited and declared that all acts, conditions and things required to exist, happen or be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City does not exceed any limitation of indebtedness prescribed by the Constitution or statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor; a facsimile of the corporate seal of the City to be imprinted hereon attested by the manual or facsimile signature of its City Clerk; and this Bond to be dated the date first above written.

CITY OF ROANOKE, VIRGINIA

[SEAL]

Mayor

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned proceedings.

_____, as Registrar and Paying Agent

By: _____
Authorized Signatory

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or type name and address, including postal zip code of Transferee)

PLEASE INSERT SOCIAL SECURITY
OR OTHER TAX IDENTIFYING NUMBER OF TRANSFeree:

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer such Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange, Inc. or a commercial bank or trust company.

(Signature of Registered Owner)
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the face of this Bond in every particular, without alteration, enlargement or any change whatsoever.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding to be provided by the issuance of general obligation Bonds to the Stormwater Improvements, Civic Center Upgrades, City-wide Curb/Gutter/Sidewalk FY16, Passenger Rail Infrastructure, Bridge Renovations, Williamson Road Library Renovations, Melrose Library Renovations, Parks & Rec Master Plan - Phase II, Streetscapes, Round Hill Expansion – Phase III, and PH Stadium Turf Replacement projects, amending and reordaining certain sections of the 2015-2016 Stormwater Utility, Civic Facilities, Capital Projects, and School Capital Projects Funds, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2015-2016 Stormwater Utility, Civic Facilities, Capital Projects, and School Capital Projects Funds Appropriations be, and the same are hereby, added, amended, and reordained to read and provide as follows:

Stormwater Utility Fund

Appropriations

Appropriated from 2016 Bond Funds	03-530-3014-9377	\$ 1,920,000
Stormwater Improvements	03-530-3017-9384	(1,920,000)

Civic Facilities Fund

Appropriations

Appropriated from 2016 Bond Funds	05-550-8631-9377	500,000
Civic Center Upgrades	05-550-8635-9340	(500,000)

Capital Projects Fund

Appropriations

Parks & Rec Master Plan - Phase II	08-530-9434-9344	(1,000,000)
Passenger Rail Infrastructure	08-530-9434-9362	(2,500,000)
Streetscape Improvements	08-530-9434-9363	(500,000)
City-Wide Curb Gutter Sidewalk	08-530-9434-9370	(1,000,000)
Library Renovations	08-530-9434-9378	(3,577,000)
Bridge Renovations	08-530-9434-9383	(5,650,000)

Appropriated from 2016 Bond Funds	08-530-9435-9377	\$ 1,000,000
Appropriated from 2016 Bond Funds	08-530-9436-9377	500,000
Appropriated from 2016 Bond Funds	08-530-9593-9377	250,000
Appropriated from 2016 Bond Funds	08-530-9594-9377	150,000
Appropriated from 2016 Bond Funds	08-530-9595-9377	750,000
Appropriated from 2016 Bond Funds	08-530-9596-9377	750,000
Appropriated from 2016 Bond Funds	08-530-9600-9377	230,000
Appropriated from 2016 Bond Funds	08-530-9649-9377	3,347,000
Appropriated from 2016 Bond Funds	08-530-9621-9373	2,500,000
Appropriated from 2016 Bond Funds	08-530-9964-9377	417,651
Appropriated from 2016 Bond Funds	08-530-9965-9377	3,332,349
Appropriated from 2016 Bond Funds	08-620-9770-9377	1,000,000
<u>School Capital Projects Fund</u>		
Appropriations		
Appropriated from 2016 Bond Funds	31-065-6007-9377	461,457
Appropriated from 2016 Bond Funds	31-065-6059-9377	2,538,543
Round Hill Exp – Phase III	31-060-9582-9379	(2,538,543)
PH Stadium Turf Replacement	31-060-9582-9382	(461,457)

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.